

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS RESIGNING COLLATERAL AGENT		11/05/2020	Corporation: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR COLLATERAL AGENT		
Street Address:	50 South Sixth Street, Suite01290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4685278	QCT	
Registration Number:	4685279	QUICK CLEAN TACK	
Registration Number:	4403253	SEACO	
Registration Number:	4696919	QCT	
Registration Number:	4559678	ASSOCIATED ASPHALT	
Registration Number:	4624718	COLPROVIA	
Registration Number:	4551868	COLPROVIA	
Registration Number:	3947587	BITUMINOUS TECHNOLOGIES	
Registration Number:	2345108	ASSOCIATED ASPHALT	
Registration Number:	4981144	FLEXGARD	
Registration Number:	2299406	SUPERIOR PERFORMANCE BY THE MILE	
Registration Number:	4981397	STELLARFLEX	
Registration Number:	4981120	STELLARFLEX FR	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-806-5400
Email: mvillarin@stroock.com, jmann@stroock.com
Correspondent Name: STROOCK & STROOCK & LAVAN LLP
Address Line 1: 180 MAIDEN LANE
Address Line 4: NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	526639/0033
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NAME OF SUBMITTER:	Jeffrey Mann
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SIGNATURE:	/Jeffrey Mann/
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DATE SIGNED:	11/06/2020
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Total Attachments: 7

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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Assignment and Assumption”) effective as of November 5, 2020 (“Effective Date”) is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Cayman Islands company having an address of Eleven Madison Avenue, New York, New York 10010, as resigning Collateral Agent, as assignor (“Assignor”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, a Delaware company having an address of 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, as successor Collateral Agent, as assignee (“Assignee”);

WHEREAS, Road Holdings III, L.L.C., a Delaware limited liability company, Associated Asphalt Partners, LLC, a Delaware limited liability company and Blue Ridge Asphalt II, LLC, a Delaware corporation, and the Assignor entered into a Credit Agreement dated as of April 5, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Assignor and certain Grantors (as defined therein) also entered into that that certain Intellectual Property Security Agreement dated April 5, 2017 (“Intellectual Property Security Agreement”) pursuant to which Assignor received from Grantors a security interest in certain intellectual property, including, but not limited to, the trademarks and patents set forth on Exhibit A, including such other rights set forth in the Intellectual Property Security Agreement (“Intellectual Property Collateral”) which Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 6028 Frame 0328 for trademarks and at Reel 041866 Frame 0648 for patents.

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement dated as of the Effective Date by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties (“Instrument”), Assignor has irrevocably assigned and transferred to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations under the Credit Agreement and the other Loan Documents (including, without limitation, its Liens and security interests in the Collateral).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Instrument, without any additional warranty, representation or recourse of any kind, either express or implied (other than those stated in the Instrument), assigns and transfers to Assignee all of its rights, title and interest in, to and under the Intellectual Property Agreement and the Intellectual Property Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the

Commissioner for Patents and Trademarks to record this Assignment and Assumption in the USPTO with respect to the Intellectual Property Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH as Assignor

By: Didier Siffer
Name: Didier Siffer
Title: Authorized Signatory

By: Ranjit Lakhanpal
Name: Ranjit Lakhanpal
Title: Authorized Signatory



Accepted:



WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Assignee

By: 
Name: Jeffrey Rose
Title: Vice President

Exhibit A

INTELLECTUAL PROPERTYTrademarks

Trademark	App. No. App. Date	Reg. No. Reg. Date	Country	Grantor
QCT	85862493 28-FEB-2013	4685278 10-FEB-2015	USA	Associated Asphalt Partners, LLC
QUICK CLEAN TACK	85862499 28-FEB-2013	4685279 10-FEB-2015	USA	Associated Asphalt Partners, LLC
SEACO	85845824 11-FEB-2013	4403253 17-SEP-2013	USA	Associated Asphalt Partners, LLC
QCT 	86111919 06-NOV-2013	4696919 03-MAR-2015	USA	Associated Asphalt Partners, LLC dba Associated Asphalt
ASSOCIATED ASPHALT	86109817 04-NOV-2013	4559678 01-JUL-2014	USA	Associated Asphalt Partners, LLC dba Associated Asphalt
COLPROVIA 	86233022 26-MAR-2014	4624718 21-OCT-2014	USA	Associated Asphalt Partners, LLC
COLPROVIA	86121344 18-NOV-2013	4551868 17-JUN-2014	USA	Associated Asphalt Partners, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Country	Grantor
BITUMINOUS TECHNOLOGIES 	85110107 18-AUG-2010	3947587 19-APR-2011	USA	Associated Asphalt Tampa, LLC
ASSOCIATED ASPHALT 	75652174 02-MAR-1999	2345108 25-APR-2000	USA	Associated Asphalt, Inc.
Flexgard	86644258 28-MAY-2015	4981144 21-JUN-2016	USA	Associated Asphalt Marketing, LLC f/k/a Axeon Marketing LLC
Superior Performance by the Mile	75436074 18-FEB-1998	2299406 14-DEC-1999	USA	Associated Asphalt Marketing, LLC f/k/a Axeon Marketing LLC
Stellarflex	86680760 1-JUL-2015	4981397 21-JUN-2016	USA	Associated Asphalt Marketing, LLC f/k/a Axeon Marketing LLC
Stellarflex FR	86638175 21-MAY-2015	4981120 21-JUN-2016	USA	Associated Asphalt Marketing, LLC f/k/a Axeon Marketing LLC
STELLARFLEX	1756082 23-NOV-2015		Canada	Associated Asphalt Marketing, LLC

Patents

Title	App. No.	Pat. No.	Country	Grantor
FUEL-RESISTANT LIQUID ASPHALT BINDERS AND METHODS OF MAKING THE SAME	14/515,202	9,695,317	USA	Associated Asphalt Marketing, LLC f/k/a Axeon Marketing LLC
FUEL-RESISTANT LIQUID ASPHALT BINDERS AND METHODS OF MAKING THE SAME	PCT/US2015/054946		PCT	Associated Asphalt Marketing, LLC f/k/a Axeon Marketing LLC

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