

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI95905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALL STATES CONSTRUCTION, INC.		03/14/2024	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Company Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	M&T Bank		
Internal Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	BANKING CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3640501	ALL STATES MATERIALS GROUP	
Registration Number:	4352985	DE-ICE-IT CA	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	599964		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	Elissa Hart		
DATE SIGNED:	03/14/2024		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **ALL STATES CONSTRUCTION, INC.**, a Massachusetts corporation (the “Grantor”), with principal offices at 11 Interstate Drive, West Springfield, Massachusetts 01089, on this 14th day of March, 2024, assigns and grants to **MANUFACTURERS AND TRADERS TRUST COMPANY**, as Collateral Agent (together with its successors and assigns, the “Grantee”) with principal offices at One Light Street, 13th Floor, Baltimore, Maryland 21202, a security interest in (i) all of the Grantor’s right, title and interest in and to the trademarks, trademark registrations, and trademark applications (the “Trademarks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor’s right, title and interest in and to the patents, and patent applications (the “Patents”) set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

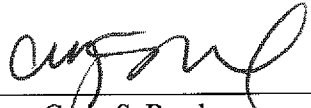
THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of the Grantor, as such term is defined in that certain Amended and Restated Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of March 14, 2024 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.



[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date referenced above.

ALL STATES CONSTRUCTION, INC.,
as Grantor

By: 
Name: Craig S. Reed
Title: Chief Financial Officer

TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner	Security Interest (Reel / Frame)
ALL STATES MATERIALS GROUP <i>and Design</i>  All States Materials Group	United States	RN: 3640501 SN: 77307436	Oct. 18, 2007	Jun. 16, 2009	All States Construction, Inc. (Massachusetts Corp.)	<i>none recorded</i>
DE-ICE-IT CA <i>and Design</i> 	United States	RN: 4352985 SN: 85709855	Aug. 22, 2012	Jun. 18, 2013	All States Construction, Inc. (Massachusetts Corp.)	<i>none recorded</i>

TRADEMARK APPLICATIONS

None.

REGISTERED PATENTS

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>
Pavement Rehabilitation Using In-Place Asphalt Pavement Recycling	US 8,083,434 B1	12/27/2011
Machine, System and method for Resurfacing Existing Roads	US 10,094,074 B2	10/9/2018
Machine, System and method for Resurfacing Existing Roads Using Premixed Stress Absorbing membrane (Interlayer (SAMI) Material)	US 10,975,530 B2	4/13/2021
Machine, System and method for Resurfacing Existing Roads	US 10,781,561 B2	9/22/2020

PATENT APPLICATIONS

<u>Patent</u>	<u>Application Date</u>	<u>Application Number</u>
Systems and Methods for Resurfacing Roads Using Cold Rejuvenator Products [Pending prosecution]	7/14/2022	17/864489