

02-21-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103483673

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)

New Enterprise Stone & Lime Co.

2-15-08

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 1/11/08

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Manufacturers and Traders Trust Company

Internal Address: _____

Street Address: 301 W. Plank Road

City: Altoona

State: PA

Country: USA Zip: 16602

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/552,735
11/676,983
11/342,064

B. Patent No.(s)

6,848,880
6,311,444

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Joseph R. DelMaster, Jr.

Internal Address: _____

Drinker Biddle & Reath LLP

Street Address: 1500 K Street, N.W.

Suite 1100

City: Washington

State: DC Zip: 20005-1209

Phone Number: 202-842-8879

Fax Number: 202-842-8465

Email Address: joseph.delmaster@dbb.com

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 640.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0573

02/20/2008 MJAM1 00000041 11552735
Authorized User Name _____
01 FC:8021 640.00 00

9. Signature:

Signature

February 15, 2008

Date

Joseph R. DelMaster, Jr. Reg. No. 38,123

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 020550 FRAME: 0932

Attachment to Recordation Form Cover Sheet

1. Name of Conveying Party(ies):

Martin Limestone, Inc.
Valley Quarries, Inc.
New Enterprise Transportation, Inc.
Star Carriers, Inc.
Blair-Bedford Paving Company, Inc.
NESL Buffalo Holdings, Inc.
ABC Paving Co., Inc.
2544 Clinton, Inc.
E.R.S.C., Inc.
Gateway Trade Center Inc.
Buffalo Crushed Stone Inc.
Stabler Companies Inc.
Protection Services Inc.
SCI Products Inc.
Work Area Protection Corp.
Eastern Industries, Inc.
Stabler Development Company
Elco-Hausman Construction Corporation
EII Transport Inc.
Precision Solar Controls Inc.
ASTI Transportation Systems, Inc.

Attachment to Recordation Form Cover Sheet

4. B. Patent No.(s):

6,962,459
7,018,130
7,070,031
7,086,805
6,526,836
5,484,225
D485,775
7,265,501
7,211,771
6,150,771
5,174,649

INTELLECTUAL PROPERTY
COLLATERAL AGREEMENT (SECOND LIEN)

This INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (SECOND LIEN) dated as January 11, 2008, is among NEW ENTERPRISE STONE & LIME CO., INC., a Delaware corporation (together with its successors and permitted assigns, the "**Borrower**"), and MARTIN LIMESTONE, INC., a Pennsylvania corporation and a wholly-owned subsidiary of the Borrower ("**Martin**"), VALLEY QUARRIES, INC., a Pennsylvania corporation and a wholly-owned subsidiary of the Borrower ("**Valley**"), NEW ENTERPRISE TRANSPORTATION, INC., a Pennsylvania corporation and a wholly-owned subsidiary of the Borrower ("**NETI**"), STAR CARRIERS, INC., a Pennsylvania corporation and a wholly-owned subsidiary of the Borrower ("**Star Carriers**"), BLAIR-BEDFORD PAVING COMPANY, INC., a Pennsylvania corporation and a wholly-owned subsidiary of the Borrower ("**Blair Bedford**"), NESL BUFFALO HOLDINGS, INC., a Delaware corporation and a wholly-owned subsidiary of the Borrower ("**Buffalo**"), ABC PAVING CO., INC., a New York corporation and a wholly-owned subsidiary of Buffalo ("**ABC Paving**"), 2544 CLINTON, INC., a New York corporation and a wholly-owned subsidiary of Buffalo ("**2544 Clinton**"), E.R.S.C., INC., a New York corporation and a wholly-owned subsidiary of ABC Paving ("**ERSC**"), GATEWAY TRADE CENTER INC., a New York corporation and a wholly-owned subsidiary of 2544 Clinton ("**Gateway**"), BUFFALO CRUSHED STONE INC., a New York corporation and a wholly-owned subsidiary of 2544 Clinton ("**BCS**"), STABLER COMPANIES INC., a Pennsylvania corporation and a wholly-owned subsidiary of the Borrower ("**SCI**"), PROTECTION SERVICES INC., a Pennsylvania corporation and a wholly-owned subsidiary of SCI ("**PSI**"),

SCI PRODUCTS INC., a Pennsylvania corporation and a wholly-owned subsidiary of SCI (**"Products"**), WORK AREA PROTECTION CORP., an Illinois corporation and a wholly-owned subsidiary of SCI (**"Work Area"**), EASTERN INDUSTRIES, INC., a Pennsylvania corporation and a wholly-owned subsidiary of SCI (**"Eastern"**), STABLER DEVELOPMENT COMPANY, a Pennsylvania corporation and a wholly-owned subsidiary of SCI (**"Development"**), ELCO-HAUSMAN CONSTRUCTION CORPORATION, a Pennsylvania corporation and a wholly-owned subsidiary of together of Eastern (**"Elco-Hausman"**), EII TRANSPORT INC., a Pennsylvania corporation and a wholly-owned subsidiary of Eastern (**"EII"**), PRECISION SOLAR CONTROLS INC., a Texas corporation and a wholly-owned subsidiary of SCI (**"Precision"**) and ASTI TRANSPORTATION SYSTEMS, INC., a Delaware corporation and a wholly-owned subsidiary of SCI (**"ASTI"** with Borrower, Martin, Valley, NETI, Star Carriers, Blair Bedford, Buffalo, ABC Paving, 2544 Clinton, ERSC, Gateway, BCS, SCI, PSI, Products, Work Area, Eastern, Development, Elco-Hausman, EII, Precision, and any other Person that becomes a party to the Security Agreement (as referenced and defined below), together with their successors and permitted assigns, collectively, **"Assignors"**) and MANUFACTURERS AND TRADERS TRUST COMPANY, with an office at 301 W. Plank Road, Altoona, Pennsylvania 16602, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, **"Assignee"**) and is made pursuant to the Second Lien Security Agreement dated as of the date hereof, by and among Assignors and Assignee (the **"Security Agreement"**).

WHEREAS, Assignors are the owners of certain United States and international patents and/or patent applications, including those listed on Exhibit 1 hereto (the **"Patents"**); and

WHEREAS, Assignors are the owners of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those listed on Exhibit 1 hereto (the "**Marks**," which, together with the Patents and the other items defined as "Intellectual Property" in the Credit Agreement shall be collectively referred to hereinafter as the "**Intellectual Property**"); and

WHEREAS, Assignors, Assignee and certain Lenders (as defined in the Credit Agreement) entered into that certain Second Lien Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Credit Agreement**"), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to the Assignors on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Lenders and the other Secured Parties, in the Intellectual Property and all Proceeds (as defined in the Security Agreement) thereof subordinate only to the First Lien Obligations (as defined in the Intercreditor Agreement (as defined below)) and Assignors are willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Intellectual Property and all Proceeds thereof subordinate only to the First Lien Obligations (as defined in the Intercreditor Agreement (as defined below)) and all other related claims and rights as more fully described in the Security Agreement.

WHEREAS, the Assignee is party to a certain Intercreditor Agreement, dated on or about the date hereof, among Borrower and the agent for certain first lien obligations (as the same may

be amended, restated, modified, supplemented, from time to time, the "**Intercreditor Agreement**").

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignors hereby pledge and grant to Assignee a security interest and lien in and to the Intellectual Property and all Proceeds thereof subordinate only to the First Lien Obligations (as defined in the Intercreditor Agreement) and give notice of such security interest and the existence of the Security Agreement providing therefor.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Assignee pursuant to this Agreement and the exercise of any right or remedy by the Assignee hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

Executed as of the date first above written.

Assignors:

NEW ENTERPRISE STONE & LIME CO., INC.

By: 

Name: Paul I. Detwiler, III

Title: Executive Vice President, Chief Financial
Officer and Secretary

MARTIN LIMESTONE, INC.

STAR CARRIERS, INC.

ABC PAVING CO., INC.

E.R.S.C., INC.

GATEWAY TRADE CENTER INC.

BUFFALO CRUSHED STONE INC.

By: 

Name: Paul I. Detwiler, III

Title: Vice President and Assistant Secretary,
on behalf of each of the foregoing

NEW ENTERPRISE TRANSPORTATION, INC.

By: 

Name: Paul I. Detwiler, III

Title: Vice President and Secretary

VALLEY QUARRIES, INC.

By: 

Name: Paul I. Detwiler, III

Title: President and Secretary

BLAIR BEDFORD PAVING COMPANY, INC.

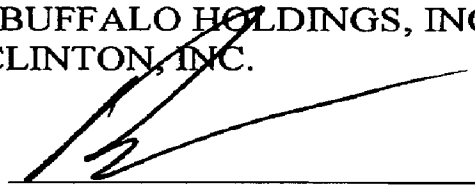
By: 

Name: Paul I. Detwiler, III

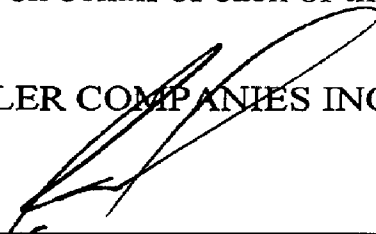
Title: Secretary and Treasurer

[Signature Page of IP Collateral Agreement (Second Lien)]


NESL BUFFALO HOLDINGS, INC.
2544 CLINTON, INC.

By: 
Name: Paul I. Detwiler, III
Title: Vice President, Secretary and Treasurer,
on behalf of each of the foregoing

STABLER COMPANIES INC.

By: 
Name: Paul I. Detwiler, III
Title: Vice President and Secretary

PROTECTION SERVICES INC.
SCI PRODUCTS INC.
WORK AREA PROTECTION CORP.
EASTERN INDUSTRIES, INC.
STABLER DEVELOPMENT COMPANY
ELCO-HAUSMAN CONSTRUCTION
CORPORATION
EII TRANSPORT INC.
PRECISION SOLAR CONTROLS INC.
ASTI TRANSPORTATION SYSTEMS, INC.

By: 
Name: Paul I. Detwiler, III
Title: Vice President and Assistant Secretary,
on behalf of each of the foregoing

Assignee:

MANUFACTURERS AND TRADERS
TRUST COMPANY, in its capacity as Agent

By: 
Name:
Title:

[Signature Page of IP Collateral Agreement (Second Lien)]

EXHIBIT 1

To Intellectual Property Collateral Agreement

Patents & Patent Applications

Patent/App. No.	Country	Filing Date	Title	Assignee	Status
6,848,880	US	9-Dec-02	Cargo Rack	New Enterprise Stone & Lime Co., Inc.	Issued
11/552,735	US	25-Oct-06	Cargo Frame	New Enterprise Stone & Lime Co., Inc.	Pending
2565460	CA	25-Oct-06	Cargo Frame	New Enterprise Stone & Lime Co., Inc.	Pending
11/676,983	US	20-Feb-07	Conveyor Belt Scale System	New Enterprise Stone & Lime Co., Inc.	Pending
US2007/062487	PCT	20-Feb-07	Conveyor Belt Scale System	New Enterprise Stone & Lime Co., Inc.	Pending
6,311,444	US	6-Nov-01	Lightweight Concrete Masonry Unit	Martin Limestone Co., Inc.	Issued
6,962,459	US	8-Nov-03	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
7,018,130	US	30-Sep-04	Side Panel	SCI Products Inc.	Issued
7,070,031	US	30-Sep-04	Apparatus for Exerting a Resisting Force	SCI Products Inc.	Issued
7,086,805	US	30-Jun-05	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
267412	AU	11-Aug-04	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
0413520	BR	11-Aug-04	Crash Attenuator with	SCI Products Inc.	Issued

Patent/App. No.	Country	Filing Date	Title	Assignee	Status
2477166	CA	11-Aug-04	Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
1849427	CN	11-Aug-04	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
1668187	EP	11-Aug-04	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
2006/0523303	JP	11-Aug-04	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
2004PA07757	MX	11-Aug-04	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
2006/0000766	NO	17-Feb-06	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	SCI Products Inc.	Issued
6,526,836	US	15-Jun-00	Bituminous Pavement Fatigue Testing Device	Eastern Industries, Inc.	Issued
5,484,225	US	21-Apr-94	Traffic Channelizing Device	Protection Services Inc.	Issued
D485,775	US	27-Feb-03	Traffic Channelizing Device	SCI Products Inc.	Issued
7,265,501	US	11-Mar-05	Mobile Light	Protection Services	Issued

Patent/App. No.	Country	Filing Date	Title	Assignee	Status
	BR	13-Mar-06	Mobile Light	Inc. Protection Services Inc.	Issued
	CA	13-Mar-06	Mobile Light	Protection Services Inc.	Issued
1856952	EP	13-Mar-06	Mobile Light	Protection Services Inc.	Issued
	MX	13-Mar-06	Mobile Light	Protection Services Inc.	Issued
7,211,771	US	18-Nov-05	De-icing System for Traffic Signals	Precision Solar Controls Inc.	Issued
2548886	CA	30-May-06	De-icing System for Traffic Signals	Precision Solar Controls Inc.	Pending
6,150,771	US	21-Nov-00	A Circuit for Interfacing Between a Conventional Traffic Signal Conflict Monitor and Light Emitting Diodes Replacing a Conventional Incandescent Bulb in the Signal	Precision Solar Controls Inc.	Issued
5,174,649	US	17-Jul-91	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
650556	AU	12-Aug-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
2073751	CA	13-Jul-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
69209376	DE	10-Jul-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued

Patent/App. No.	Country	Filing Date	Title	Assignee	Status
0523927	EP	10-Jul-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
923144	FI	8-Jul-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
2567552	JP	16-Jul-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
9204167	MX	16-Jul-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
922822	NO	16-Jul-92	LED Lamp Including Refractive Lens Element	Precision Solar Controls Inc.	Issued
11/342,064	US	26-Jan-06	Internet Based Highway Traffic Advisory System	ASTI Transportation Systems Inc.	Pending

Trademarks & Trademark Applications

Trademark	Current Owner	Registrant	Status	Serial No.	Filing Date	Registration No.	Registration Date	International Class(es)
DIAMOND TEX and DESIGN	Martin Limestone, Inc.	Diamond- Tex, Inc.	Renewed	73/214279	5/4/1979	1137896	7/15/1980	19
DIAMOND TEX and DESIGN	Martin Limestone, Inc.	Martin Limestone, Inc.	Registered	75/830758	10/25/1999	2408437	11/28/2000	19
ULTRALITE	Martin Limestone, Inc.	Martin Limestone, Inc.	Registered	75/852747	11/18/1999	2483562	8/28/2001	19
PROTECT-O- FLASH	Protection Services Inc.	Protection Services Inc.	Registered	73/103371	10/15/1976	1065660	5/17/1977	6
SMART CUSHION INNOVATIONS	SCI Products Inc.	SCI Products Inc.	Registered	77/048745	11/21/2006	3354960	12/18/2007	6
SMART CUSHION	SCI Products Inc.	SCI Products Inc.	Registered	77/048783	11/21/2006	3354961	12/18/2007	6

PATENT

REEL: 020550 FRAME: 0945

RECORDED: 02/15/2008