

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Execution Date
FLINT ACQUISITION CORP.	03/30/2012
FLINT TRADING, INC.	03/30/2012
PRECISION SCAN, L.L.C.	03/30/2012
ENNIS PAINT, INC.	03/30/2012

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 47

Property Type	Number
Application Number:	11226838
Patent Number:	5861206
Patent Number:	6217254
Patent Number:	6576074
Patent Number:	6619880
Patent Number:	7645503
Application Number:	11377733
Application Number:	11728021
Application Number:	11899725
Application Number:	12231405
Application Number:	12231406
Application Number:	12584512
Application Number:	12592448

OP \$1880.00 11226838

Application Number:	12592458
Application Number:	12592462
Patent Number:	7189025
Patent Number:	7465693
Patent Number:	7744306
Patent Number:	7753616
Patent Number:	7223048
Application Number:	09896795
Patent Number:	8119202
Application Number:	10926835
Patent Number:	8133540
Patent Number:	7066680
Patent Number:	6998010
Application Number:	61445519
Patent Number:	5215402
Application Number:	10497354
Application Number:	11233054
Patent Number:	6102612
Patent Number:	5403115
Patent Number:	5972421
Patent Number:	5257875
Patent Number:	6851888
Patent Number:	6955497
Patent Number:	5425596
Patent Number:	6887011
Patent Number:	6511256
Patent Number:	6234712
Patent Number:	6116812
Patent Number:	D426169
Patent Number:	6679650
Patent Number:	5277513
Patent Number:	5340231
Patent Number:	5560734
Patent Number:	5928716

Fax Number: (800)494-7512  
Phone: 202 370 4761  
Email: tfahey@nationalcorp.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Thomas Fahey  
Address Line 1: 1100 G Street NW, Suite 420  
Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F138680
-------------------------	---------

NAME OF SUBMITTER:	Sonya Jackman
--------------------	---------------

Total Attachments: 10  
source=SL Patent Agreement#page3.tif  
source=SL Patent Agreement#page4.tif  
source=SL Patent Agreement#page5.tif  
source=SL Patent Agreement#page6.tif  
source=SL Patent Agreement#page7.tif  
source=SL Patent Agreement#page8.tif  
source=SL Patent Agreement#page9.tif  
source=SL Patent Agreement#page10.tif  
source=SL Patent Agreement#page11.tif  
source=SL Patent Agreement#page12.tif

**PATENT SECURITY AGREEMENT****(Patents, Patent Applications and Patent Licenses)**

PATENT SECURITY AGREEMENT dated as of March 30, 2012, among Flint Acquisition Corp., a Delaware corporation, Flint Trading, Inc., a North Carolina corporation, Precision Scan, L.L.C., a North Carolina limited liability company, and Ennis Paint, Inc., a Texas corporation (each a "**Grantor**"), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Road Infrastructure Investment, LLC (the "**Borrower**"), Road Infrastructure Investment Midco, LLC, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement dated as of March 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of March 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Patent Security Agreement), each Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (each "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, each Grantor, on behalf of itself and any predecessor in interest with respect to any Patent Collateral, hereby grants to the Grantee, to secure such Grantor's Secured Guarantee, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Patent owned by such Grantor, including, without limitation, each such Patent referred to in Schedule 1 hereto;

(ii) each Patent License to which such Grantor is a party, including, without limitation, each such Patent License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include any Excluded Property.

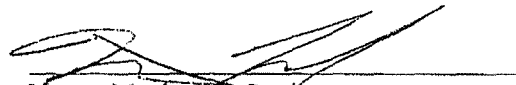
THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Patent Security Agreement and the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed by its respective officer thereunto duly authorized as of the date first written above.

FLINT ACQUISITION CORP.  
FLINT TRADING, INC.  
ENNIS PAINT, INC.


By:



Name: Matthew L. Soule  
Title: Chief Financial Officer

PRECISION SCAN, L.L.C.

By:



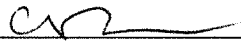
Name: Matthew L. Soule  
Title:

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (SECOND LIEN)

**PATENT**  
**REEL: 027991 FRAME: 0408**

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By:  \_\_\_\_\_

Name: BILL O'DALY  
Title: DIRECTOR

By:  \_\_\_\_\_

Name: Sanja Gazaf  
Title: Associate

*[Signature Page to Second Lien Patent Security Agreement]*

**SCHEDULE 1  
TO THE PATENT SECURITY AGREEMENT**

**U.S. Patents**

<b>Owner</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>	<b>Application No.</b>	<b>Application Date</b>
Flint Trading, Inc.	System, method, and composition for adhering performed thermoplastic traffic control signage to pavement	<i>(pending)</i>	<i>(pending)</i>	11226838	9/14/2005
Flint Trading, Inc.	Premanufactured covering consisting mainly of thermoplastic materials for roads, parking areas, etc.	5861206	1/19/1999	08745295	11/8/1996
Flint Trading, Inc.	Markings on roads with a fixed road surface, such as asphalt, concrete or the like for motor vehicles and method for producing road markings	6217254	4/17/2001	09599825	6/22/2000
HotTape Acquisition, LLC/Flint Trading, Inc. <sup>1</sup>	Pavement marking system	6576074	6/10/2003	09757148	1/9/2001
Precision Scan, L.L.C./Flint Trading, Inc.	Pavement markings wetting device and method	6619880	9/16/2003	10178866	6/24/2002
Flint Trading, Inc.	Pavement marking pattern and method	7645503	1/12/2010	10816635	4/2/2004
Flint Trading, Inc.	Adhesive backed preformed thermoplastic sheeting	<i>(pending)</i>	<i>(pending)</i>	11377733	3/16/2006

<sup>1</sup> Hottape Acquisition, LLC, a North Carolina limited liability company, merged into Flint Trading, Inc., on March 9, 2007.



<b>Owner</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>	<b>Application No.</b>	<b>Application Date</b>
Flint Trading, Inc.	Pavement marker, kit and method	<i>(pending)</i>	<i>(pending)</i>	11728021	3/23/2007
Flint Trading, Inc.	Thermoplastic pothole repair material and method	<i>(pending)</i>	<i>(pending)</i>	11899725	9/7/2007
Flint Trading, Inc.	Taggants for thermoplastic marking materials	<i>(pending)</i>	<i>(pending)</i>	12231405	9/2/2008
Flint Trading, Inc.	Retroflective pavement markers for wet weather	<i>(pending)</i>	<i>(pending)</i>	12231406	9/2/2008
Flint Trading, Inc.	Retroflective pavement marking with improve performance in wet night conditions	<i>(pending)</i>	<i>(pending)</i>	12584512	9/8/2009
Flint Trading, Inc.	Composition and system for preformed thermoplastic road marking with sequential features	<i>(pending)</i>	<i>(pending)</i>	12592448	11/25/2009
Flint Trading, Inc.	Preformed thermoplastic pavement marking and method utilizing large aggregate for improved long term skid resistance and reduced tire tracking	<i>(pending)</i>	<i>(pending)</i>	12592458	11/25/2009
Flint Trading, Inc.	Pavement marking pattern and method	<i>(pending)</i>	<i>(pending)</i>	12592462	11/25/2009
Flint Trading, Inc.	Preformed pavement warning assembly and method	7189025	3/13/2007	11401125	4/10/2006
Flint Trading, Inc.	Thermochromatic temperature marking for outdoor surfaces	7465693	12/16/2008	11520237	9/13/2006
Flint Trading, Inc.	Preformed thermoplastic indicia for airport runways and taxiways	7744306	6/29/2010	11732056	4/2/2007

<b>Owner</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>	<b>Application No.</b>	<b>Application Date</b>
Flint Trading, Inc.	System, method and composition for adhering preformed thermoplastic traffic control signage to pavement	7753616	7/13/2010	11643350	12/21/2006
Flint Trading, Inc.	Performed pavement warning assembly method	7223048	5/29/2007	11638256	12/13/2006
Flint Trading, Inc.	Markings on roads with a fixed road surface, such as asphalt, concrete or the like for motor vehicles	<i>(pending)</i>	<i>(pending)</i>	09896795	06/29/2001
Flint Trading, Inc.	Method of applying a thermally settable coating to a patterned substrate	8119202	02/21/2012	10622634	07/21/2003
Flint Trading, Inc.	Tactile warning system	<i>(pending)</i>	<i>(pending)</i>	10926835	08/25/2004
Flint Trading, Inc.	Method of applying a thermally settable coating to a patterned substrate	8133540	03/13/2012	11924421	10/25/2007
Integrated Paving Concepts Inc.  (Assignor: Flint Trading, Inc.)	Method of forming an inlaid pattern in an asphalt surface	7066680	6/27/2006	10000448	12/4/2001
Integrated Paving Concepts Inc.	Method and apparatus for heating surface markings	6998010	2/14/2006	10622633	7/21/2003

<b>Owner</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>	<b>Application No.</b>	<b>Application Date</b>
Integrated Paving Concepts Inc.	Method and apparatus for applying discontinuous thermoplastic patterns to a substrate			61445519	2/22/2011
Integrated Paving Concepts Inc. <sup>5</sup>	Asphalt Imprinting Method and apparatus	5215402	06/01/1993	07786526	11/01/1991
Integrated Paving Concepts Inc. <sup>6</sup>	Method of forming an inlaid pattern in an asphalt surface	<i>(pending)</i>	<i>(pending)</i>	10497354	11/30/2004
Integrated Paving Concepts Inc. <sup>7</sup>	Method of applying a thermally settable coating to a patterned substrate	<i>(pending)</i>	<i>(pending)</i>	11233054	09/23/2005
Ennis Paint, Inc.	Controlled Tire impact pavement marker	6102612	08/15/2000	09/098226	06/16/1998
Ennis Paint, Inc.	Fiberglass reinforced pavement marker	5403115	04/04/1995	08/078968	06/17/1993
Ennis Paint, Inc.	Method for producing pelletized pavement marking mixtures	5972421	10/26/1999	09/190749	11/12/1998
Ennis Paint, Inc.	One-Way Snowplowable pavement marker	5257875	11/02/1993	07/922628	07/30/1992
Ennis Paint, Inc.	Pavement marker	6851888	02/08/2005	10/458533	06/09/2003
Ennis Paint, Inc.	Pavement marker	6955497	10/18/2005	10/442336	05/21/2003

---

<sup>5</sup> Flint Trading, Inc. acquired certain assets of Integrated Paving Concepts, Inc. on May 19, 2011

<sup>6</sup> Flint Trading, Inc. acquired certain assets of Integrated Paving Concepts, Inc. on May 19, 2011

<sup>7</sup> Flint Trading, Inc. acquired certain assets of Integrated Paving Concepts, Inc. on May 19, 2011

<b>Owner</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>	<b>Application No.</b>	<b>Application Date</b>
Ennis Paint, Inc.	Pavement marker	5425596	06/20/1995	08/270295	07/05/1994
Ennis Paint, Inc.	Pavement marker with enhanced daytime signal	6887011	05/03/2005	10/632384	08/1/2003
Ennis Paint, Inc.	Pavement marker with improved daytime and fluorescent durability	6511256	01/28/2003	09/709921	11/10/2000
Ennis Paint, Inc.	Reduced impact load snowplowable pavement maker	6234712	05/22/2001	09/454725	12/04/1999
Ennis Paint, Inc.	Snowplowable pavement marker	6116812	09/12/2000	09/344718	06/25/1999
Ennis Paint, Inc.	Snowplowable pavement marker	D426169	06/06/2000	29/068730	03/17/1997
Ennis Paint, Inc.	Pavement marking system	6679650	01/20/2004	10/074424	02/12/2002
Ennis Paint, Inc.	Snowplowable pavement marker	5277513	01/11/1994	07/805571	12/10/1991
Ennis Paint, Inc.	Pavement marker	5340231	08/23/1994	07/809645	12/10/1991
Ennis Paint, Inc.	Bitumastic simulated paved surface	5560734	10/01/1996	08/397088	03/07/1995
Ennis Paint, Inc.	Method for marking a roadway surface	5928716	07/27/1999	08700281	08/20/1996

## U.S. Patent Licenses

<b>Owner/ Licensor</b>	<b>Licensee</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>	<b>License Expiration Date</b>
Reichhold, Inc.	Ennis Paint, Inc. <sup>2</sup>	Hindered amine adducts for polyurea systems	6369189B1	04/09/2002	12/07/2019
Reichhold, Inc.	Ennis Paint, Inc.	Composition of epoxy, urethane polyacrylate and polyamine	6437059B1	08/20/2002	02/11/2019
Reichhold, Inc.	Ennis Paint, Inc.	Painting roadway with composition of epoxy, urethane, polycrylate and polyamine	6485787B2	11/26/2002	02/11/2019
LKF VEJMARKERING A/S	Flint Trading, Inc. <sup>3</sup>	Premanufactured covering	5861206	01/19/1999	12/31/2012 <sup>4</sup>
LKF VEJMARKERING A/S	Flint Trading, Inc.	Premanufactured covering	6217254	04/17/2001	12/31/2012

---

<sup>2</sup> Innovative Performance Systems, LLC was the original licensee of patents 6369189B1, 6437059B1, and 6485787B2. Innovative Performance Systems, LLC assigned its interest in the patents to Ennis Paint, Inc. pursuant to the Amended and Restated Patent and Technical Information License Agreement, effective as of March 31, 2009.

<sup>3</sup> LKF, Inc., the original licensee of patents 5861206 and 6217254, was acquired by Flint Acquisition Corp. on September 8, 2004.

<sup>4</sup> The term of the license agreement between Flint Trading, Inc. and LKF VEJMARKERING A/S is set to expire on December 31, 2012, at which time it will automatically be renewed for successive two year terms unless either party serves written notice of termination not less than twelve months prior to the expiration of the basic term or a subsequent term.