

Form PTO-1594 (Rev. 09/04)  
OMB Collection 0851-0027 (exp. 8/30/2005)

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

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

New Enterprise Stone & Lime Co., Inc.

Execution Date(s) February 12, 2014

Additional names of conveying parties attached? ☒ Yes

☐ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association, as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 340 Madison Avenue, 11<sup>th</sup> Floor

City: New York

State: New York

Country: USA

Zip: 10173

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

A. Patent Application No. (s)

SEE SCHEDULE A ANNEXED HERETO

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

B. Patent No.(s)

SEE SCHEDULE A ANNEXED HERETO

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-ud@albanywolfersklower.com

Additional numbers attached? ☒ Yes ☐ No

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 1.21(h) & 3.41) \$1,000.00

☒ 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 0974

Expiration Date 3/17

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

Michael G. Regine

Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 12

Documents to be recorded (including cover sheet) should be filed to (703) 295-6988, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$520.00 6848880

PATENT

REEL: 032514 FRAME: 0824

ADDITIONAL NAMES OF CONVEYING PARTIES

Asti Transportation Systems, Inc.

Precision Solar Controls Inc.

SCI Products Inc.

**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**  
**PATENTS**

Owner	Title	Patent Number	Issue Date	Expiration Date
New Enterprise Stone & Lime Co., Inc.	Cargo Rack	6,848,880	02/01/05	05/08/2022
New Enterprise Stone & Lime Co., Inc.	Cargo Frame	7,794,189	09/14/10	2/7/2027
New Enterprise Stone & Lime Co., Inc.	Cargo Frame	2565460	9/21/10	10/25/2026
New Enterprise Stone & Lime Co., Inc.	Conveyor Belt Scale System	7,750,253	07/06/10	3/27/2026
New Enterprise Stone & Lime Co., Inc.	Modular Building Structure with Foldable Landing	8,156,691	04/17/12	10/8/2029
SCI Products Inc.	Side Panel	7,018,130	03/28/06	8/12/2023
SCI Products Inc.	Apparatus For Exerting A Resisting Force	7,070,031	07/04/06	8/12/2023
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	6,962,459	11/08/05	8/12/2023
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	AU2004267412	3/31/2011	8/11/2024
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	BRPI0413520	10/10/2006 (Pub. Date)	No status
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	CA2477166	6/19/2007	8/11/2024

Owner	Title	Patent Number	Issue Date	Expiration Date
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	CN1849427	10/27/2010	
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	EP1668187	1/1/2014	
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	HK1092510	1/14/2011	
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	JP2007502390	2/8/2007	
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	KR101118920	3/8/2012	Granted
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	MXPA04007757	4/21/2005	
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	NO20060766	5/11/2006	
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	NZ545732	5/11/2006	8/11/2024
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	ZA200601325	6/27/2007	Granted
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	7,086,805	08/08/06	8/12/2023
SCI Products Inc.	Traffic Channeling Device	D485,775	01/27/04	1/27/2028

Owner	Title	Patent Number	Issue Date	Expiration Date
Precision Solar Controls Inc.	De-Icing System for Traffic Signals	7,211,771	05/01/07	4/10/2026
Precision Solar Controls Inc.	De-Icing System for Traffic Signals	2548886	11/02/2010	5/30/2026
ASTI Transportation Systems, Inc.	Internet Based Highway Traffic Advisory System	7,650,228	01/19/10	1/26/2026

## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement"), dated as of February 12, 2014, is made by NEW ENTERPRISE STONE & LIME CO., INC., a corporation organized under the laws of the State of Delaware ("NESL"), ASTI TRANSPORTATION SYSTEMS, INC., a corporation organized under the laws of the State of Delaware ("ASTI"), PRECISION SOLAR CONTROLS INC., a corporation organized under the laws of the State of Texas ("Precision") and SCI PRODUCTS INC., a corporation organized under the laws of the Commonwealth of Pennsylvania ("SCI"), and together with NESL, ASTI and Precision, individually and collectively, jointly and severally, the "Grantors", each having its chief executive office at 3912 Brumbaugh Road, New Enterprise, Pennsylvania 16664, in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Lenders (in such capacity, together with its successors, the "Grantee"), having an office at 340 Madison Avenue, 11<sup>th</sup> Floor, New York, New York 10173.

**WHEREAS**, pursuant to (i) that certain Revolving Credit Agreement dated February 12, 2014, by and among, *inter alios*, PNC Bank, National Association as the administrative agent, the issuing bank, a lender and the swing loan lender thereunder, the other lenders thereunder, the Grantors and certain affiliates and/or subsidiaries of the Grantors as borrowers thereunder (as amended, restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), (ii) that certain Term Loan Credit and Guaranty Agreement dated February 12, 2014, by and among Cortland Capital Market Services LLC as the administrative agent thereunder, the lenders thereunder (such lenders, together with the lenders under the ABL Credit Agreement, and together with any successor lenders, the "Lenders"), NESL as borrower thereunder and the other Grantors and certain affiliates of the other Grantors as guarantors thereunder (as amended, restated, supplemented or otherwise modified from time to time, the "Term Credit Agreement" and, together with the ABL Credit Agreement, the "Credit Agreements"), (iii) that certain Security Agreement dated February 12, 2014, by and among Grantee as collateral agent for the Lenders (in such capacity, together with any successor collateral agent, the "Collateral Agent"), the Grantors and certain affiliates and/or subsidiaries of the Grantors (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (iv) that certain Intercreditor and Collateral Agency Agreement dated February 12, 2014, by and among the Collateral Agent, the Grantors, certain affiliates and/or subsidiaries of the Grantors and the administrative agents under each of the Credit Agreements, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantors pursuant to the terms of the Credit Agreements.

**WHEREAS**, under the terms of the Credit Agreements and the Security Agreement, the Grantors have granted to Grantee a security interest in, among other property, the intellectual property of the Grantors; and

**WHEREAS**, the Grantors have agreed to execute and deliver this Patent Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the ABL Credit Agreement and the Term Credit Agreement. Unless the context otherwise requires, references herein to a defined term which is defined differently in the ABL Credit Agreement and the Term Credit Agreement shall for purposes of this Patent Security Agreement mean the combination of both definitions.

2. Grant of Security. Each of the Grantors hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral");

(a) the patents and patent applications set forth on Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Each of the Grantors hereby authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Grantee.

4. Other Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Patent Collateral are as provided by the Security Agreement, Credit Agreements and Other Documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

6. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

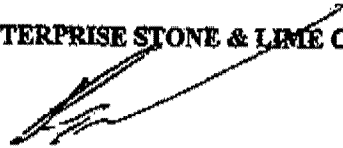
8. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Patent Security Agreement, shall be governed by the dispute resolution provisions set forth in the Security Agreement.

*[Signature page follows]*




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

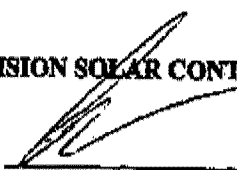
NEW ENTERPRISE STONE & LIME CO.,  
INC.

By:   
Name: Paul I. Detwiler, III  
Title: President


ASTI TRANSPORTATION SYSTEMS, INC.

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

PRECISION SOLAR CONTROLS INC.

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

SCI PRODUCTS INC.

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

[Patent Security Agreement]

AGREED TO AND ACCEPTED:

**PNC BANK, NATIONAL ASSOCIATION**  
as Collateral Agent for the Lenders

By: Bajam PL  
Name: Bajam Phurdon  
Title: Authorized Signatory

Address: 340 Madison Avenue, 11<sup>th</sup> Floor  
New York, NY 10173

[Patent Security Agreement]

**SCHEDULE 1****PATENTS AND PATENT APPLICATIONS****PATENTS**

<b>Owner</b>	<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Expiration Date</b>
New Enterprise Stone & Lime Co., Inc.	Cargo Rack	6,848,880	02/01/05	05/08/2022
New Enterprise Stone & Lime Co., Inc.	Cargo Frame	7,794,189	09/14/10	2/7/2027
New Enterprise Stone & Lime Co., Inc.	Cargo Frame	2565460	9/21/10	10/25/2026
New Enterprise Stone & Lime Co., Inc.	Conveyor Belt Scale System	7,750,253	07/06/10	3/27/2026
New Enterprise Stone & Lime Co., Inc.	Modular Building Structure with Foldable Landing	8,156,691	04/17/12	10/8/2029
SCI Products Inc.	Side Panel	7,018,130	03/28/06	8/12/2023
SCI Products Inc.	Apparatus For Exerting A Resisting Force	7,070,031	07/04/06	8/12/2023
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SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	BRPI0413520	10/10/2006 (Pub. Date)	No status
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	CA2477166	6/19/2007	8/11/2024
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SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	KR101118920	3/8/2012	Granted
SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	MXPA04007757	4/21/2005	

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SCI Products Inc.	Crash Attenuator with Cable and Cylinder Arrangement for Decelerating Vehicles	7,086,805	08/08/06	8/12/2023
SCI Products Inc.	Traffic Channeling Device	D485,775	01/27/04	1/27/2028
Precision Solar Controls Inc.	De-Icing System for Traffic Signals	7,211,771	05/01/07	4/10/2026
Precision Solar Controls Inc.	De-Icing System for Traffic Signals	2548886	11/02/2010	5/30/2026
ASTI Transportation Systems, Inc.	Internet Based Highway Traffic Advisory System	7,650,228	01/19/10	1/26/2026

#### PATENT APPLICATIONS

Owner	Title	Application/Serial Number	Application Date
[None]			

[Patent Security Agreement]