

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4202989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
AMERICAN TRAFFIC PRODUCTS, INC.			12/21/2016
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT		
Street Address:	500 W MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	15193018		
PCT Number:	US2016039458		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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Correspondent Name:	JAVIER J. RAMOS		
Address Line 1:	1850 K ST. NW SUITE 1100		
Address Line 2:	MILBANK, TWEED, HADLEY & MCCLOY LLP		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.86700		
NAME OF SUBMITTER:	JAVIER J. RAMOS		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	12/28/2016		
Total Attachments: 5			
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FIRST LIEN PATENT SECURITY AGREEMENT, dated as of December 21, 2016 (this "Agreement"), among American Traffic Products, Inc. (the "Grantor") and Antares Capital LP, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of June 13, 2016 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Traffic Safety Intermediate LLC, a Delaware limited liability company ("Holdings"), Road Infrastructure Investment Holdings, Inc., a Delaware corporation (the "Borrower"), Antares Capital LP as Administrative Agent (in such capacity, the "Administrative Agent") and the Lenders party thereto., and (b) the First Lien Collateral Agreement dated of even date with the First Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the patents and patent applications listed on Schedule I attached hereto (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

AMERICAN TRAFFIC PRODUCTS, INC.,
as Grantor

By: 
Name: Michael Murren
Title: Chief Financial Officer

ANTARES CAPITAL LP, as Administrative
Agent,

Jeff Bottcher

By: _____

Name: Jeff Bottcher

Title: Duly Authorized Signatory

Schedule I to the
First Lien Patent Security Agreement

PATENT COLLATERAL

<u>Title</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
Prilled Compounded Thermoplastic Roadway Marking Materials (Provisional Application)	15/193,018 6/25/2016	--	Pending	American Traffic Products, Inc.
Prilled Compounded Thermoplastic Roadway Marking Materials (Provisional Application)	PCT/US2016/ 039458 6/26/2016	--	Pending	American Traffic Products, Inc.