

## RECORDATION FORM COVER SHEET

## TRADEMARKS 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 &amp; Lime Co., Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other: \_\_\_\_\_

Citizenship (see guidelines) DelawareExecution Date(s) February 12, 2014Additional names of conveying parties attached?  Yes  No

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  YesName: PNC Bank, National Association, as Collateral AgentInternal  
Address: \_\_\_\_\_Street Address: 340 Madison Avenue, 11<sup>th</sup> FloorCity: New YorkState: New YorkCountry: USAZip: 10173 Association Citizenship U.S.A. General Partnership Citizenship \_\_\_\_\_ Limited Partnership Citizenship \_\_\_\_\_ Corporation Citizenship Other                       CitizenshipIf assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A  
ANNEXED HERETOB. Trademark Registration No.(s) SEE SCHEDULE A  
ANNEXED HERETOAdditional sheet(s) attached?  Yes  NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE SCHEDULE A ANNEXED HERETO

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

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road - Suite 101City: AlbanyState: New YorkZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-uds@albany@wolterskluwer.com

## 6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$140.00

 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed

## 8. Payment information:

a. Credit Card

Last 4 Numbers 0974Expiration Date 3/17

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

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

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

Signature

Date

Michael G. Reging  
Name of Person SigningTotal number of pages including cover sheet, attachments, and document. 11Documents to be recorded (including cover sheet) should be faxed to (703) 306-8895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 1137896

ADDITIONAL NAMES OF CONVEYING PARTIES

SCI Products Inc.

Pennsylvania corporation

Work Area Protection Corp.

Illinois corporation

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

**TRADEMARKS**

<b>Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
New Enterprise Stone & Lime Co., Inc.	Diamond-Tex.	1,137,896	07/15/80	07/15/2020
New Enterprise Stone & Lime Co., Inc.	Diamond Tex and Design	2,408,437	11/28/00	11/28/2020
SCI Products Inc.	Smart Cushion Innovations	3,354,960	12/18/07	12/18/2017
SCI Products Inc.	Smart Cushion	3,354,961	12/18/07	12/18/2017
Work Area Protection Corp.	Lane Changer	3,994,863	07/12/11	07/12/2017

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark 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"), SCI PRODUCTS INC., a corporation organized under the laws of the Commonwealth of Pennsylvania ("SCI") and WORK AREA PROTECTION CORP., a corporation organized under the laws of the State of Illinois ("Work Area", and together with NESL and SCI, 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 Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

**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 Trademark 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 "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with such Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(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, dilution, 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.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided that upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

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

4. Other Documents. This Trademark 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 Trademark Collateral are as provided by the Security Agreement, Credit Agreements and

Other Documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.

6. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark 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

SCI PRODUCTS INC.

By: 

Name: Paul I. Detwiler, III

Title: Vice President

WORK AREA PROTECTION CORP.

By: 

Name: Paul I. Detwiler, III


Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
REEL: 005219 FRAME: 0709

Commonwealth OF PA )  
 ) ss.  
COUNTY OF Bedford )

On this 11 day of February, 2014, before me personally came Paul I. Detwiler, III, to me known, who, being by me duly sworn, did depose and say that s/he is the President of NEW ENTERPRISE STONE & LIME CO., INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public

Commonwealth OF PA )  
 ) ss.  
COUNTY OF Bedford )

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kelly M. Burnett-Myers, Notary Public  
South Woodbury Twp., Bedford County  
My Commission Expires April 16, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


On this 11 day of February, 2014, before me personally came Paul I. Detwiler, III, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of SCI PRODUCTS INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public

Commonwealth OF PA )  
 ) ss.  
COUNTY OF Bedford )

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kelly M. Burnett-Myers, Notary Public  
South Woodbury Twp., Bedford County  
My Commission Expires April 16, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

On this 11 day of February, 2014, before me personally came Paul I. Detwiler, III, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of WORK AREA PROTECTION CORP., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public

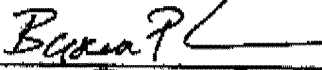
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South Woodbury Twp., Bedford County  
My Commission Expires April 16, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Trademark Security Agreement]



AGREED TO AND ACCEPTED:

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

By:   
Name: Basem Pharaon  
Title: Authorized Signatory


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

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005219 FRAME: 0711**

STATE OF New York )  
COUNTY OF New York ) ss.

On this 10 day of February, 2014, before me personally came Rosem Pharaon, to me known, who, being by me duly sworn, did depose and say that s/he is the VP of PNC BANK, NATIONAL ASSOCIATION, and that s/he was authorized to sign her/his name thereto.

  
Notary Public

SARWER KHAN  
Notary Public, State of New York  
No. 01KH6211424  
Qualified in Queens County  
Commission Expires September 21, 2017

[Trademark Security Agreement]

TRADEMARK  
REEL: 005219 FRAME: 0712

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Expiration Date</b>
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SCI Products Inc.	Smart Cushion	3,354,961	12/18/07	12/18/2017
Work Area Protection Corp.	Lane Changer	3,994,863	07/12/11	07/12/2017

[Schedule 1 - Trademark Security Agreement]