

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harding Group, Inc.		05/25/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	10333 N. Meridian Street		
Internal Address:	Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	bank: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4595578	FEH H	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<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>			
Phone:	317-237-1029		
Email:	tmindy@faegrebd.com,ashley.moore@faegrebd.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	979975.43		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	06/13/2017		
Total Attachments: 4			
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OP \$40.00 4595578

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of May 25, 2017, by HARDING GROUP, INC., an Indiana corporation (“**Grantor**”), in favor of FIRST MERCHANTS BANK, an Indiana bank f/k/a First Merchants Bank, National Association (“**Bank**”).

W I T N E S S E T H:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral;

WHEREAS, Grantor, Harding Materials, Inc., an Indiana corporation, Harding Transport, LLC, an Indiana limited liability company, Harding Realty, LLC, an Indiana limited liability company, HMI Sand & Gravel, LLC, an Indiana limited liability company (collectively, the “**Borrowers**”), and Bank are parties to that certain Second Amended and Restated Credit Agreement, dated as of even date herewith (amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”) pursuant to which, among other things, Bank has agreed to make certain loans and other financial accommodations to the Borrowers.

WHEREAS, Grantor executed an Amended and Restated Security Agreement, dated as of May 1, 2015, in favor of Bank (the “**Security Agreement**”) to secure the Obligations (as defined in the Credit Agreement).

WHEREAS, it is a condition to the effectiveness of the Credit Agreement that the Grantor execute this Trademark Security Agreement in order to confirm the grant a security interest in favor of Bank to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Bank and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby affirms the grant to Bank, pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

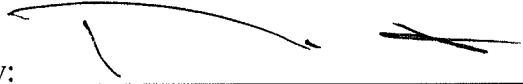
Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of “Statement of Use” with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.


[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARDING GROUP, INC.

By: 
D. Michael Harding, Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK
By: 
Adam Treibic, Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Country	Trademark	Filing Date	Registration Date	Registration No.
United States	FEH H (Service Mark)	7/22/13	9/2/14	4595578