

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		05/08/2018	National Banking Association:
RECEIVING PARTY DATA			
Name:	SCI Products Inc.		
Street Address:	3912 Brumbaugh Road		
City:	New Enterprise		
State/Country:	PENNSYLVANIA		
Postal Code:	16664		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Work Area Protection Corp.		
Street Address:	3912 Brumbaugh Road		
City:	New Enterprise		
State/Country:	PENNSYLVANIA		
Postal Code:	16664		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3354960	SMART CUSHION INNOVATIONS	
Registration Number:	3354961	SMART CUSHION	
Registration Number:	3994863	LANE CHANGER	
CORRESPONDENCE DATA			
Fax Number:	8669593484		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	38th Floor		
Address Line 4:	NEW YORK, NEW YORK 10018		

OP \$90.00 3354960

NAME OF SUBMITTER:	Samantha Rizzo
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	05/08/2018
Total Attachments: 4 source=NESL - Trademark Partial IP Release (PNC) (2)#page1.tif source=NESL - Trademark Partial IP Release (PNC) (2)#page2.tif source=NESL - Trademark Partial IP Release (PNC) (2)#page3.tif source=NESL - Trademark Partial IP Release (PNC) (2)#page4.tif	

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of May 8, 2018 (the "Effective Date"), PNC Bank, National Association, in its capacity as collateral agent for the Lenders, with an office at 340 Madison Avenue, 11th Floor, New York, New York 10173 (the "Secured Party"), in favor of SCI Products Inc., a Pennsylvania corporation ("SCI"), and Work Area Protection Corp., an Illinois corporation ("WAPCO" and together with SCI, collectively the "Grantors").

WHEREAS, New Enterprise Stone & Lime Co., Inc. a Delaware corporation ("NESL") and the Grantors have executed and delivered that certain Trademark Security Agreement dated as of February 12, 2014 (as may be amended, supplemented, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") to the Secured Party for recording with the United States Patent and Trademark Office ("USPTO");

WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel 5219, Frame 0703 on February 18, 2014;

WHEREAS, the Grantors are subsidiaries of NESL;

WHEREAS, NESL, Grantors, ASTI Transportation Systems, Inc., Precision Solar Controls Inc., and Hill & Smith, Inc. (the "Buyer") are entering into that certain Asset Purchase Agreement dated as of the date hereof (the "APA"), pursuant to which, inter alia, the Grantors have agreed to sell to the Buyer certain assets including, but not limited to, the Specified Trademark Collateral (as defined below); and

WHEREAS, in connection with the APA, the Grantors have requested that the Secured Party release, discharge fully and reassign to the Grantors its interest in all Specified Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement.
2. Release. The Secured Party, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral now owned or hereafter arising or acquired from time to time by the Grantors, and reassigns same to the Grantors, including, without limitation, all of Grantors' Trademarks and Trademark applications set forth on Schedule I annexed hereto and made a part hereof 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, together with all rights of any kind whatsoever accruing under any of the foregoing (collectively, the "Specified Trademark Collateral").

Nothing herein shall be deemed to release NESL or the Grantors from the Trademark Security Agreement, which shall remain in full force and effect as of the date hereof, and nothing herein shall be deemed to constitute a release or discharge of the Secured Party's security interest in and to the Trademark Collateral owned by NESL (or any party other than the Grantors), which security interest remains in full force and effect as of the date hereof.

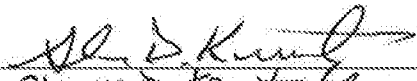
4. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the law of the State of New York.

Except for the release of the Specified Trademark Collateral, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Trademark Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby.**

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IN WITNESS WHEREOF, the Secured Party has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

**PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent**

By: 
Name: Glenn D. Krantz
Title: SR. Vice President

Schedule I

Mark	Registration Number	Registration Date	Expiration Date
Smart Cushion Innovations	3,354,960	12/18/07	12/18/17
Smart Cushion	3,354,961	12/18/07	12/18/17
Lane Changer	3,994,863	7/12/11	7/12/17