# OP \$340.00 4155848

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM481589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Yak Mat, LLC		07/11/2018	Limited Liability Company: MISSISSIPPI
BluRoc, LLC		07/11/2018	Limited Liability Company: MISSISSIPPI
New South Access & Environmental Solutions, LLC		07/11/2018	Limited Liability Company: MISSISSIPPI

# **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon St.
Internal Address:	Attn: MAC Legal, MC:NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

# **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4155848	
Registration Number:	3982988	SINCE 1976 DIXIEMAT REAL. STRONG. MATS.
Registration Number:	4095821	ES EARTHSAFE MINIMUM IMPACT. MAXIMUM ACC
Registration Number:	4095820	EARTHSAFE
Registration Number:	4114155	ES SURETRAK SURETRAKMAT.COM
Registration Number:	4101609	SURETRAK
Serial Number:	87797713	
Serial Number:	87797175	YAK MAT
Serial Number:	87797609	YAK MAT
Serial Number:	87891097	
Serial Number:	87891056	BLU ROC
Serial Number:	87891134	BLUROC
Serial Number:	87891451	NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIO

TRADEMARK REEL: 006378 FRAME: 0189

900458025

## **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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.

**Phone:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/12/2018

# **Total Attachments: 7**

source=19. Yak Mat - Second Lien Trademark Security Agreement#page1.tif source=19. Yak Mat - Second Lien Trademark Security Agreement#page2.tif source=19. Yak Mat - Second Lien Trademark Security Agreement#page3.tif source=19. Yak Mat - Second Lien Trademark Security Agreement#page4.tif source=19. Yak Mat - Second Lien Trademark Security Agreement#page5.tif source=19. Yak Mat - Second Lien Trademark Security Agreement#page6.tif source=19. Yak Mat - Second Lien Trademark Security Agreement#page7.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
1. Yak Mat, LLC	Additional names, addresses, or citizenship attached?
BluRoc, LLC     New South Access & Environmental Solutions, LLC	Name: Bank of America, N.A.
Individual(s) Association	Street Address: 101 N. Tryon St., Attn: MAC Legal, MC:NC1-001-05-4
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	
Corporation- State:	City: Charlotte
○ Other 1-3. LLC-MS	State: NC
Citizenship (see guidelines) USA	Country:USA Zip: 28255
	Individual(s) Citizenship
Additional names of conveying parties attached? Yes No.	Citizenship USA
3. Nature of conveyance/Execution Date(s) :	Partnership Citizenship
Execution Date(s)July 11, 2018	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
	Other Citizenship
Security Agreement Change of Name  Other Second Lien Security Agreement	If 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 A. Trademark Application No.(s)  Text	d identification or description of the Trademark. B. Trademark Registration No.(s)
A. Hademark Application No.(5)	See Schedule I
See Schedule I	Additional sheet(s) attached?   Yes   No
C. Identification or Description of Trademark(s) (and Filing	The state of the s
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and
Name: Elaine Carrera, Legal Assistant	registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP	Authorized to be charged to deposit account
80 Pine Street	Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	
Docket Number:	Deposit Account Number
Email Address;ecarrera@cahill.com	Authorized User Name
9. Signature: Slains (a.m.	O1 e_ July 11, 2018
Signature	Date
Elaine Carrera	Total number of pages including cover 7
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2018, made by each of the undersigned grantors (individually, a "<u>Grantor</u>", and, collectively, the "<u>Grantors</u>"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

## WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of July 11, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement (this "Trademark Security Agreement");

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:
- (a) Marks of such Grantor, including those listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
  - (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral) (collectively, the "Trademark Collateral").
- SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Termination</u>. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral 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 Marks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.
- SECTION 6. <u>Governing Law.</u> This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in

accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. <u>Intercreditor Agreement</u>. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

YAK MAT, LLC, as a grantor

Name Mari Ann Sinker

Title: Vice President and Treasurer

BLUROC, LLC, as a grantor

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Title: Vice President and Treasurer

NEW SOUTH ACCESS & ENVIRONMENTAL

SOLUTIONS, LLC, as a grantor

Name: Mark Ann Sigle

Title: Vice President and Treasurer

[Ramp - Second Lien Trademark Security Agreement]

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Accepted and Agreed to:

BANK OF AMERICA, N.A.,

as Collateral Agent

Зу: \_\_\_\_

Name: Title:

Aamir Saleem Vice President

[Ramp - Second Lien Trademark Security Agreement]

# **SCHEDULE I**

to

# SECOND LIEN TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Yak Mat, LLC	4155848	
Yak Mat, LLC	3982988	\$:#41 1978 <b>DIXI</b> ENAT ###L. ST#G#6. ##Y\$.
New South Access & Environmental Solutions, LLC	4095821	EARTHEAFE
New South Access & Environmental Solutions, LLC	4095820	EARTHSAFE
New South Access & Environmental Solutions, LLC	4114155	
New South Access & Environmental Solutions, LLC	4101609	SURETRAK

# **Trademark Applications:**

OWNER	APPLICATION NUMBER SERIAL NUMBER	TRADEMARK
Yak Mat, LLC	Pending 87797713 (1A)	
Yak Mat, LLC	Pending 87797175 (1A)	YAK <sup>®</sup> MAT
Yak Mat, LLC	Pending 87797609	Yak Mat
BluRoc, LLC	Pending 87891097	
BluRoc, LLC	Pending 87891056	N. ROC
BluRoc, LLC	Pending 87891134	BLUROC
New South Access & Environmental Solutions, LLC	Pending 87891451	

**RECORDED: 07/12/2018**