

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482407

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DETROIT WINDSOR TUNNEL LLC		07/16/2018	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
<b>Street Address:</b>	101 BARCLAY STREET, FLOOR 7W		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10007		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3161317	DETROIT WINDSOR TUNNEL WINDSOR DETROIT	
<b>Registration Number:</b>	2806416	NEXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			
<b>Phone:</b>	212-506-5150		
<b>Email:</b>	bbreen@orrick.com		
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE LLP		
<b>Address Line 1:</b>	2050 MAIN STREET, SUITE 1100		
<b>Address Line 2:</b>	IP PROSECUTION DEPARTMENT		
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614-8255		
<b>ATTORNEY DOCKET NUMBER:</b>	37903.2		
<b>NAME OF SUBMITTER:</b>	Bradford S. Breen		
<b>SIGNATURE:</b>	/Bradford Breen/		
<b>DATE SIGNED:</b>	07/17/2018		
<b>Total Attachments: 8</b>			
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## Intellectual Property Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of July 16, 2018 (this "Agreement") and among American Roads AcquireCo LLC, American Roads LLC and the other Grantors from time to time party to the Security Agreement (as defined below) (each, the "Grantor"), and The Bank of New York Mellon Trust Company, N.A., as collateral agent and not in its individual capacity (in such capacity, the "Collateral Agent").

A. Reference is made to the Pledge, Security and Guarantee Agreement dated as of July 16, 2018 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the (i) applications for or registrations of the Copyright Collateral listed on Schedule I attached hereto ("Copyright Security"), (ii) applications for or registrations of the Patent Collateral listed on Schedule II attached hereto ("Patent Security"), and (iii) applications for or registrations of the Trademark Collateral listed on Schedule III attached hereto ("Trademark Security"), but excluding any intent-to-use Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege to Use" with respect thereto. Pursuant to the Security Agreement, the Grantor authorized the Intercreditor Agent to prepare for execution by the Collateral Agent and/or cause the filing with the United States Patent and Trademark Office and the United States Copyright Office (as applicable) of this Agreement.

B. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified (including specified by reference) in the Security Agreement. The rules of interpretation set forth in Section 1.02 of the Accounts and Intercreditor Agreement shall govern this Agreement.

Accordingly, the parties hereto agree as follows:

### SECTION 1. Grants of Security Interests.

(a) Grant of Security Interest in Copyright Security. As collateral security for the timely payment in full when due and performance of any and all of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the Copyright Security. This Agreement shall not be construed as an assignment of any Copyright Security.

(b) Grant of Security Interest in Patent Security. As collateral security for the timely payment in full when due and performance of any and all of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the Patent Security. This Agreement shall not be construed as an assignment of any Patent Security.

(c) Grant of Security Interest in Trademark Security. As collateral security for the timely payment in full when due and performance of any and all of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured

Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Security. This Agreement shall not be construed as an assignment of any Trademark Security.

SECTION 2. Security Agreement. The security interests granted to the Collateral Agent in Section 1(a), Section 1(b) and Section 1(c) herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Security, Patent Security and Trademark Security are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. Termination. Upon the occurrence of the termination of the Security Agreement in accordance with Article V thereof or the release of the Grantor from its obligations under the Security Agreement in accordance with the Security Agreement, all security interests granted herein shall immediately and automatically terminate and the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing all security interests in the Copyright Security, Patent Security and Trademark Security.

SECTION 4. 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.

SECTION 5. Recordation. The Grantor authorizes and requests that the Register of Copyrights or Commissioner for Trademarks (as applicable) record this Intellectual Property Security Agreement with the United States Copyright Office and United States Patent and Trademark Office (as applicable).

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

American Roads AcquireCo LLC, as Grantor

By:   
Name: Paul Huebener  
Title: Officer

American Roads LLC, as Grantor

By: \_\_\_\_\_  
Name: Daryl Kaiser  
Title: Chief Financial Officer

Detroit Windsor Tunnel LLC, as Grantor

By: \_\_\_\_\_  
Name: Daryl Kaiser  
Title: Chief Financial Officer

The Bank of New York Mellon Trust Company,  
N.A., as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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Title: Officer

American Roads LLC, as Grantor

By:   
Name: Daryl Kaiser  
Title: Chief Financial Officer

Detroit Windsor Tunnel LLC, as Grantor

By:   
Name: Daryl Kaiser  
Title: Chief Financial Officer

The Bank of New York Mellon Trust Company,  
N.A., as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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Title: Officer

American Roads LLC, as Grantor

By: \_\_\_\_\_  
Name: Daryl Kaiser  
Title: Chief Financial Officer

Detroit Windsor Tunnel LLC, as Grantor

By: \_\_\_\_\_  
Name: Daryl Kaiser  
Title: Chief Financial Officer

The Bank of New York Mellon Trust Company,  
N.A., as Collateral Agent

By:  \_\_\_\_\_  
Name: R. TARNAS  
Title: VICE PRESIDENT

Schedule I to the  
Intellectual Property Security Agreement  
COPYRIGHT COLLATERAL


Not applicable.



Schedule II to the  
Intellectual Property Security Agreement  
PATENT COLLATERAL

Not applicable.

Schedule III to the  
Intellectual Property Security Agreement  
TRADEMARK COLLATERAL

Grantor	Mark	Trademark No./ Serial No.	Registration Date/ Filing Date
Detroit Windsor Tunnel LLC		3161317/ 76611732	Oct. 24, 2006/ Sep. 16, 2004
Detroit Windsor Tunnel LLC	NEXPRESS	2806416/ 76480946	Jan. 20, 2004/ Jan. 07, 2003