

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516354

<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>
DBI Holding LLC		03/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Administrative Agent		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4507209	DBI SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	885 THIRD AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	063774-0000		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	03/28/2019		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of March 26, 2019, is made by each of the signatories hereto indicated as a “Grantor” (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of Wilmington Trust, National Association, in its capacity as Administrative Agent (together with its successors and assigns, in such capacity, the “**Administrative Agent**”).

**WITNESSETH**

**WHEREAS**, the Administrative Agent, the Borrower, Intermediate Holdco, the other Loan Parties party thereto and the Lenders have entered into that certain Term Loan Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified and/or supplemented from time to time, the “**Credit Agreement**”), pursuant to which the Lenders agreed to extend credit to the Borrower on the terms and conditions described therein;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors, and certain affiliates of Grantors, have entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Security Agreement**”), in favor of Administrative Agent, pursuant to which as collateral security for the payment and performance in full of all of the Secured Obligations, each Grantor has pledged and granted to Administrative Agent for its benefit and for the benefit of the other Secured Parties, a lien on and security interest in and to all of the right, title, and interest of such Grantor in certain personal property, wherever located, and whether now existing or hereafter arising or acquired from time to time;

**WHEREAS**, each Grantor is the owner of certain trademarked works, including the registrations thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto.

**WHEREAS**, pursuant to the Security Agreement, each Grantor agreed to execute this Trademark Security Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured parties with the United States Patent and Trademark Office;

**NOW THEREFORE**, for and in consideration of the foregoing and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent and the other Secured Parties a security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all of such Grantor’s Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule A;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. Security for Secured Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor under any Debtor Relief Laws.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization To Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. Choice of Law and Venue, Jury Trial Waiver, and Judicial Reference Provision. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 14 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow]

Executed as of the date first above written.

**GRANTORS:**

**DBI HOLDING LLC**

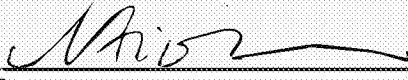
By: 

Name: Joseph Ferguson  
Title: Secretary

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 006602 FRAME: 0887**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**, in its capacity as  
Administrative Agent

By: 

Name:

Title:

Nicole Kroll  
Assistant Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 006602 FRAME: 0888**


Schedule A

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

**United States**

Country	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Status/ Last Listed Owner
United States	 <p>The logo for DBI SERVICES features the letters 'DBI' in a large, bold, sans-serif font. Below 'DBI', the word 'SERVICES' is written in a smaller, all-caps, sans-serif font. To the right of the text is a circular graphic composed of multiple overlapping, concentric arcs, resembling a globe or a stylized sphere.</p>	<p>85/811,796 28-Dec-2012</p>	<p>4,507,209 01-Apr-2014</p>	<p>DBI Holding LLC</p>

Foreign

Country	Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Class/ Goods & Services	Status/ Owner
Canada		<p>1633038 27-Jun-2013</p>	<p>TMA911 757 19-Aug-2015</p>	<p>Measurement evaluations in the field of retroreflectivity and visibility of roadway pavement markings, signage, and other traffic control devices; Cleaning, maintenance, and repair services in the field of roads, bridges, tunnels, highways, and other traffic ways; pavement marking services; pavement sealing; pavement stripping; road paving; rumble strip and audible pavement texturing; sign and guardrail installation and repair services; maintenance and repair of stormwater and drainage systems; road construction; Horticultural services, namely, vegetation management</p>	<p><b>Registered</b> DBI Holding LLC</p>