

41412



04/06/2012



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FLINT ACQUISITION CORP.  
115 Todd Court  
Thomasville, North Carolina 27360

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: North Carolina
- Other \_\_\_\_\_

Citizenship (see guidelines) NORTH CAROLINA

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT

Internal Address: \_\_\_\_\_

Street Address: Eleven Madison Avenue

City: New York

State: New York

Country: USA Zip: 10010

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Swiss

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)

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) March 30, 2012

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Security Agreement (Second Lien)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: National Corporate Research, Ltd.

Street Address: 1100 G Street, N.W., Suite 420

City: Washington

State: DC Zip: 20005

Phone Number: 202-370-4761

Fax Number: 800-494-7512

Email Address: rfahay@nationalcorp.com

6. Total number of applications and registrations involved:

67

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 04/06/2012 MARTIN 00000017 2847377

Authorized User Name \_\_\_\_\_ 40.00  
1552.00

9. Signature:

S. Jackman  
Signature

04/03/2012

Date

Sonya Jackman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

FLINT TRADING, INC., a North Carolina corporation  
115 Todd Court  
Thomasville, North Carolina 27360

PRECISION SCAN, L.L.C., a North Carolina limited liability company  
115 Todd Court  
Thomasville, North Carolina 27360

ENNIS PAINT, INC., a Texas corporation  
5910 N. Central Expressway, Suite 1050  
Dallas, Texas 75206

**SCHEDULE 1  
TO THE TRADEMARK SECURITY AGREEMENT**

**U.S. Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Serial No.</b>	<b>Filing Date</b>
Flint Trading, Inc.	TOPMARK	2847377	6/1/2004	76522816	6/16/2003
Flint Trading, Inc.	BUNDY	1990666	8/6/1996	74522613	4/29/1994
Flint Trading, Inc.	PREMARK	1537404	5/2/1989	73702725	12/24/1987
Flint Trading, Inc.	THERMALINE	4046516	10/25/11	85098755	8/3/2010
Flint Trading, Inc.	FLAMETAPE	4046515	08/03/2010	85098684	8/3/2010
Flint Trading, Inc.	FLINT 2200 EX	3365878	1/8/2008	78958502	8/23/2006
Flint Trading, Inc.	FLINT 2000 EX	3376094	1/29/2008	78958492	8/23/2006
Flint Trading, Inc.	STREETMARK	3292204	9/11/2007	78876138	5/4/2006
Flint Trading, Inc.	AIRMARK	3366886	1/8/2008	78771035	12/12/2005
Flint Trading, Inc.	SUPERBUNDY	3455380	6/24/2008	78757998	11/21/2005
Flint Trading, Inc.	READYMARK	3190170	12/26/2006	78673087	7/19/2005
Flint Trading, Inc.	VIZIGRIP	3082420	4/18/2006	78616806	4/26/2005
Flint Trading, Inc.	FLINT TRADING INC.	3182704	12/12/2006	78613543	4/21/2005
Flint Trading, Inc.	PREMARK	3076615	4/4/2006	78607169	4/12/2005
Flint Trading, Inc.	TRAFFICPATTERNS	3761909	3/16/2010	77699511	3/26/2009

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Flint Trading, Inc.	TRAILMARK	3402501	3/25/2008	77044528	11/15/2006
Flint Trading, Inc.	PLAYMARK	3402499	3/25/2008	77044501	11/15/2006
Flint Trading, Inc.	FREEZEMARK	3402498	3/25/2008	77044493	11/15/2006
Flint Trading, Inc.	PHOTOMARK	3402497	3/25/2008	77044480	11/15/2006
Flint Trading, Inc.	DECOMARK	2967972	7/12/2005	76572839	1/30/2004
HotTape Acquisition, LLC/Flint Trading, Inc. <sup>1</sup>	HOTTAPE	3480642	8/5/2008	78824453	2/27/2006
Flint Trading, Inc.	Retrotag	3357888	12/18/2007	78901679	6/6/2006
Flint Trading, Inc.	TRAFFICSCAPES	<i>(pending)</i>	<i>(pending)</i>	85354045	06/23/2011
Flint Trading, Inc.	TRAFFICPATTERNSXD	<i>(pending)</i>	<i>(pending)</i>	85354057	06/23/2011
Flint Trading, Inc.	TRAFFICPATTERNSLT	<i>(pending)</i>	<i>(pending)</i>	85354068	06/23/2011
Flint Trading, Inc.	DURATHERM	3872109	11/09/2010	77821810	09/08/2009
Integrated Paving Concepts, Inc.	DRIVEWAY IMPRESSIONS	2943343	04/26/2005	76500469	03/18/2003
Integrated Paving Concepts, Inc. <sup>2</sup>	(2) DESIGN ONLY	2814771	02/17/2004	76500467	03/18/2003

<sup>1</sup> Hottape Acquisition, LLC, a North Carolina limited liability company, merged into Flint Trading, Inc., on March 9, 2007.



<sup>2</sup> Flint Trading, Inc. acquired certain assets of Integrated Paving Concepts, Inc. on May 19, 2011

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Integrated Paving Concepts, Inc. <sup>3</sup>	STREETBOND SURFACING SYSTEM	2218231	01/19/1999	75286803	04/30/1997
Integrated Paving Concepts, Inc. <sup>4</sup>	STREETBOND	2222243	02/9/1999	75286802	04/30/1997
Integrated Paving Concepts, Inc.	STREETPRINT PAVEMENT TEXTURING	1964399	03/26/1996	74367553	03/12/1993
Ennis Paint, Inc.	911	1263503	01/10/1984	73/387147	09/20/1982
Ennis Paint, Inc.	965	1263502	01/10/1984	73/387146	9/20/1982
Ennis Paint, Inc.	AQUALITE	3743564	02/02/2010	76/698178	06/30/2009
Ennis Paint, Inc.	CATA-QUIK	3769633	04/06/2010	76/698131	06/29/2009
Ennis Paint, Inc.	CATATHERM	677591	04/28/1959	72/042828	12/23/1957
Ennis Paint, Inc.	CHROMAGRIP	4004194	08/02/2011	76/706043	01/19/2011
Ennis Paint, Inc.	CLUSTERBRIGHT	<i>(published)</i>	<i>(published)</i>	76/703932	07/27/2010
Ennis Paint, Inc.	COLORLINE	2705383	04/08/2003	76/337995	11/14/2001
Ennis Paint, Inc.	COLOURBRIGHT	4004196	08/02/2011	76/706045	01/19/2011
Ennis Paint, Inc.	CYCLEGRIP	4004195	08/02/2011	76/706044	01/19/2011
Ennis Paint, Inc.	DURA-STRIPE	1508744	10/18/1988	73/712049	02/19/1988

<sup>3</sup> Flint Trading, Inc. acquired certain assets of Integrated Paving Concepts, Inc. on May 19, 2011

<sup>4</sup> Flint Trading, Inc. acquired certain assets of Integrated Paving Concepts, Inc. on May 19, 2011

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Ennis Paint, Inc.	 <b>ENNIS</b>	3957979	05/10/2011	76/701098	01/06/2010
Ennis Paint, Inc.	 <b>ENNIS-FLINT</b>	<i>(pending)</i>	<i>(pending)</i>	76/710679	02/22/2012
Ennis Paint, Inc.	 <b>ENNIS-FLINT</b> <small>A Traffic Safety Solutions Company</small>	<i>(pending)</i>	<i>(pending)</i>	76/710678	02/22/2012
Ennis Paint, Inc.	 <b>ENNIS</b>  <b>TRAFFIC SAFETY CENTER</b>	4042269	10/18/2011	76/706136	01/26/2011
Ennis Paint, Inc.	 <b>ENNIS</b>  <b>TRAFFIC SAFETY CENTER</b>	<i>(published)</i>	<i>(published)</i>	76/706137	01/26/2011
Ennis Paint, Inc.	ENNIS PAINT	3730331	12/29/2009	76/696696	04/06/2009
Ennis Paint, Inc.	ENNIS TRAFFIC SAFETY CENTER ONE STOP	<i>(published)</i>	<i>(published)</i>	76/706135	01/26/2011
Ennis Paint, Inc.	ENNIS TRAFFIC SAFETY SOLUTIONS	4045613	10/25/2011	76/979182	04/02/2010
Ennis Paint, Inc.	 <b>ENNIS</b> <small>TRAFFIC SAFETY SOLUTIONS</small>	3957978	05/10/2011	76/701097	01/06/2010

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
Ennis Paint, Inc.	EVER-BRITE	4000098	07/26/2011	76/705930	01/07/2011
Ennis Paint, Inc.	HPS	2344045	04/18/2000	75/445634	03/06/1998
Ennis Paint, Inc.	IMPRINT	3736189	01/12/2010	77/689566	03/12/2009
Ennis Paint, Inc.	INNOVATIVE PERFORMANCE SYSTEMS	3267546	07/24/2007	77/016827	10/09/2006
Ennis Paint, Inc.		0371240	9/19/1939	71/418612	04/22/1939
Ennis Paint, Inc.	PERMALINE	2289933	11/02/1999	75/442533	03/02/1998
Ennis Paint, Inc.	REFINING ROADS REDEFINING TECHNOLOGY	3278494	08/14/2007	77/012216	10/03/2006
Ennis Paint, Inc.	SAHARA	2744911	07/29/2003	78/059597	04/20/2001
Ennis Paint, Inc.	STIMSONITE	1261461	12/20/1983	73/387209	09/21/1982
Ennis Paint, Inc.		599989	12/28/1954	71/639748	12/19/1952
Ennis Paint, Inc.	THERMO-QUIK	4000099	07/26/2011	76/705931	01/07/2011
Ennis Paint, Inc.	WETNITE	<i>(published)</i>	<i>(published)</i>	76/704996	10/21/2010
Ennis Paint, Inc.	WOLVERINE	3571049	02/10/2009	76/690991	07/02/2008
Ennis Paint, Inc.	SEALGRIP	<i>(published)</i>	<i>(published)</i>	76706153	01/28/2011

<b>Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Serial No.</b>	<b>Filing Date</b>
Ennis Paint, Inc.	NORLINE	1711016	09/01/1992	74226448	11/29/1991
Ennis Paint, Inc.	DURA-LINE	1700076	07/14/1992	74201893	09/09/1991



**U.S. Trademark Licenses**

<b>Owner/Licensor</b>	<b>Licensee</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>License Expiration Date</b>
LKF VEJMARKERING A/S	Flint Trading, Inc. <sup>5</sup>	PREMARK	1537404	05/02/1989	12/31/2012 <sup>6</sup>
LKF VEJMARKERING A/S	Flint Trading, Inc.	BUNDY	1990666	08/06/1996	12/31/2012
LKF VEJMARKERING A/S	Flint Trading, Inc.	PREMARK 20/20 FLEX	2115337	11/25/1997	12/31/2012

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<sup>5</sup> LKF, Inc., the original licensee of each of the listed trademarks, was acquired by Flint Acquisition Corp. on September 8, 2004.

<sup>6</sup> The term of the license agreement between Flint Trading, Inc. and LKF VEJMARKERING A/S is set to expire on December 31, 2012, at which time it will automatically be renewed for successive two year terms unless either party serves written notice of termination not less than twelve months prior to the expiration of the original term or a subsequent term.

**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

TRADEMARK SECURITY AGREEMENT dated as of March 30, 2012, among Flint Acquisition Corp., a Delaware corporation, Flint Trading, Inc., a North Carolina corporation, Precision Scan, L.L.C., a North Carolina limited liability company, and Ennis Paint, Inc., a Texas corporation (each a "*Grantor*"), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Road Infrastructure Investment, LLC (the "*Borrower*"), Road Infrastructure Investment Midco, LLC, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement dated as of March 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of March 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*") among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "*Grantee*") and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (each "*Grantor's Secured Guarantee*") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, each Grantor, on behalf of itself and any predecessor in interest with respect to any Trademark Collateral, hereby grants to the Grantee, to secure such Grantor's Secured

Guarantee, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark owned by such Grantor, including, without limitation, each such Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which such Grantor is a party, including, without limitation, each such Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Property.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.


The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its respective officer thereunto duly authorized as of the date first written above.

FLINT ACQUISITION CORP.  
FLINT TRADING, INC.  
ENNIS PAINT, INC.

By:   
Name: Matthew L. Soule  
Title: Chief Financial Officer

PRECISION SCAN, L.L.C.

By:   
Name: Matthew L. Soule  
Title:

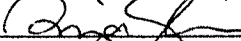
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By:  \_\_\_\_\_

Name: **BILL O'DALY**  
Title: **DIRECTOR**

By:  \_\_\_\_\_

Name: **Sanja Gazdhi**  
Title: **Associate**

*[Signature Page to Second Lien Trademark Security Agreement]*