

RECORDATION OF
TRADEMARK

05-27-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office



101047578

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UNITED STATES LIME & MINERALS, INC (TEXAS CORP)
TEXAS LIME COMPANY (TEXAS CORP)
ARKANSAS LIME COMPANY (ARKANSAS CORP)

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State SEE ABOVE
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: FIRST UNION NATIONAL BANK

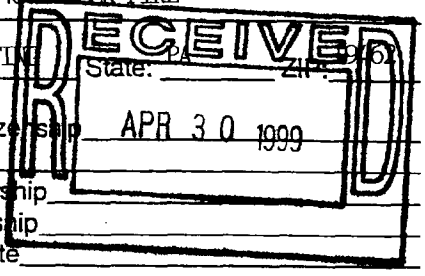
Internal Address: _____

Street Address: 2240 BUTLER PIKE

City: PLYMOUTH MEETING

State: PA ZIP: 19068

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other BANK



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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: APRIL 22, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/25/1999 DNGUYEN 00000097 1400315

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 50.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple
Signature

4/30/99

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001903 FRAME: 0242

TRADEMARK SECURITY AGREEMENT

WHEREAS, UNITED STATES LIME & MINERALS, INC., a Texas corporation, TEXAS LIME COMPANY, a Texas corporation, and ARKANSAS LIME COMPANY, an Arkansas corporation (collectively, "Grantors") each with its principal place of business at 12221 Merit Drive, Suite 500, Dallas, Texas 75251 own the Trademarks and Trademark applications listed on Schedule 1 annexed hereto, and are parties to any Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantors, certain Lenders and First Union National Bank, as Administrative Agent for itself and the other Lenders are parties to the Credit Agreement with Grantors of even date herewith ("Lenders") (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantors by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"; terms defined in the Security Agreement and not otherwise defined herein having the respective meanings provided for in the Security Agreement), between Grantors and Administrative Agent for the benefit of Lenders (in such capacity, together with its successors in such capacity, the "Grantee"), Grantors have granted to Grantee a security interest in certain assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantors' Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantors under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant to Grantee a continuing security interest in all of Grantors' 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations

referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto duly authorized as of this 22nd day of April, 1999.

GRANTORS:

UNITED STATES LIME & MINERALS, INC.

By: J. D. Wilson

Title: PRESIDENT & CEO

TEXAS LIME COMPANY

By: J. D. Wilson

Title: PRESIDENT

ARKANSAS LIME COMPANY

By: J. D. Wilson

Title: PRESIDENT

Acknowledged:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: Charles W. Kewley

Title: Vice President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) ss.

On this 22nd day of April, 1999 before me personally appeared Herbert G.A. Wilson, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of UNITED STATES LIME & MINERALS, INC., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Karen L. Mark
Notary Public

{Seal}

My commission expires:

Notarial Seal
Karen L. Mark, Notary Public
Philadelphia, Philadelphia County
My Commission Expires July 3, 1999

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) ss.

On this 22nd day of April, 1999 before me personally appeared Herbert G.A. Wilson, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of TEXAS LIME COMPANY, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Karen L. Mark
Notary Public

{Seal}

My commission expires:

Notarial Seal
Karen L. Mark, Notary Public
Philadelphia, Philadelphia County
My Commission Expires July 3, 2001

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) ss.

On this 22nd day of April, 1999 before me personally appeared Herbert G. A. Wilson, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of ARKANSAS LIME COMPANY, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Karen L. Mark
Notary Public

{Seal}

My commission expires:

Notarial Seal
Karen L. Mark, Notary Public
Philadelphia, Philadelphia County
My Commission Expires July 3, 1999

TRADEMARK REGISTRATIONS

MARK REG. NO. DATE

Batesville Marble Reg. No. 1,480,315 Registered March 15, 1988
Affidavit of continued use filed March 1993

Corson's Miracle Lime Reg. No. 385.860 Registered March 18, 1941
Miracle Lime Reg. No. 808.017 Registered May 10, 1966

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None