07-18-2000

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U.S. Department of Commerce
Patent and Trademark Office
**TRADEMARK**

**RECORDATION FORM COVER SHEET**
**TRADEMARKS ONLY**

**TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

OPR/FINANCE

**Submission Type**

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID#
- [ ] Correction of PTO Error
  Reel # Frame #
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  Reel # Frame #

**Conveyance Type**

- [ ] Assignment
- [ ] License
- [ ] Security
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [x] Other: Notice of Grant of Security Interest

**Effective Date Month Day Year**: 4/28/00

**Conveying Party** [ ] **Mark if additional names of conveying parties attached**

Name: CPI Concrete Products Incorporated

**Execution Date Month Day Year**: 4/28/00

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Parnership
- [x] Corporation
- [ ] Association
- [ ] Other:
- [x] Citizenship/State of Incorporation/Organization: Tennessee

**Receiving Party** [ ] **Mark if additional names of receiving parties attached**

Name: Bank of America, N.A., as Collateral Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 101 North Tryon Street, 15th Floor

Address (line 2): One Independence Center

Address (line 3): Charlotte (City) NC (State/Country) 28255 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other: National banking association
- [ ] Citizenship/State of Incorporation/Organization:

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

**Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.**

**Mail documents to be recorded with required cover sheet(s) information to:**
**Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**

07/14/2000 ASCOTT 00000134 75682237

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (919) 286-8000

Name: Steven D. Thomas

Address (line 1): Moore & Van Allen, PLLC

Address (line 2): 2200 West Main Street

Address (line 3): Suite 800

Address (line 4): Durham, NC 27705-4658

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 7

**Trademark Application Number(s) or Registration Number(s)** ☐ Mark if additional numbers attached

*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---|---|---|---|---|---|
| 75/682,237 | | | | | |
| 75/682,236 | | | | | |
| | | | | | |

**Number of Properties** Enter the total number of properties involved. # 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): $ 65.00

Method of Payment: Enclosed ☒ Deposit Account ☒
Deposit Account (any deficiency)
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 13-4365

Authorization to charge additional fees: Yes ☒ No ☐

**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. Charges to deposit account are authorized, as indicated herein.*

| Steven D. Thomas | | 6/6/00 |
|---|---|---|
| Name of Person Signing | Signature | Date Signed |

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of April 28, 2000 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Lenders:

TRADEMARK APPLICATIONS

| Trademark Application Number | Description of Trademark Applied For | Date of Trademark Application |
|---|---|---|
| 75-682,237 | CPI CONCRETE PRODUCTS | 04/12/1999 |
| 75-682,236 | CPI Stylized Letters | 04/12/1999 |

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The Grantor and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CPI CONCRETE PRODUCTS INCORPORATED,
a Tennessee corporation

By:_____
Name: Michael R. Azarela
Title: Executive Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By:_____
Name:_____
Title:_____

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The Grantor and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CPI CONCRETE PRODUCTS INCORPORATED,
a Tennessee corporation

By:_____
Name: Michael R. Azarela
Title: Executive Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: Monica Brandes
Name: Monica Brandes
Title: Senior Vice President

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