

07-24-2000

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101411003

Tab settings P.O.C.  
To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

Gibbel Bros., Inc.  
c/o The Quikrete Companies  
2987 Clairmont Road, Suite 500  
Atlanta, Georgia 30329

*Y.M.D.  
6.28.00*

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

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

3. Nature of conveyance:

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

Execution Date: November 19, 1998

2. Name and address of receiving party(ies):

Name: First Union National Bank

Internal Address:

Street Address: 999 Peachtree Street

City Atlanta State GA ZIP 30309

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

See attached Schedule

See attached Schedule

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Pamela Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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 documents.

Pamela A. Allen

Name of Person Signing

*Pamela A. Allen*

Signature

6/7/00

Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

HTHAI1 00000103 75230534

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

40.00 OP  
100.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

07/21/2000  
01 FC:481  
02 FC:482

TRADEMARK  
REEL: 002107 FRAME: 0861

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Owner of Mark</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg./Serial No.</u>	<u>Date</u>
Gibbel Bros., Inc.	OMEGA NO. 888	USA	75-230,534	1/24/97
Gibbel Bros., Inc.	OMEGA 801	USA	2,185,435	9/1/98
Gibbel Bros., Inc.	RED-E-CRETE	USA	1,358,676	9/5/85
Gibbel Bros., Inc.	OMEGA	USA	1,078,434	11/29/77
Gibbel Bros., Inc.	DESIGN ONLY	USA	1,072,679	9/6/77

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
License Agreement-re: right and license to manufacture, distribute, market and sell SRW (segmental retaining wall) blocks using the trademarks Cottage Stone™ and ManorStone™ and Mutual Material's Co.'s other intellectual property rights.	Gibbel Bros., Inc. Mutual Materials Co.	10/18/95
License Agreement-re: the Interlocking Building Block and use of the trademark "Haener Block"	Haener Block Company d/b/a Dr. Juan Haener Gibbel Bros., Inc.	10/8/92

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made and entered into as of the 19th day of November, 1998, by **GIBBEL BROS., INC.**, a California corporation (the "Grantor"), in favor of **FIRST UNION NATIONAL BANK**, a national banking association, in its capacity as Collateral Agent (the "Collateral Agent"), for the ratable benefit of First Union National Bank, as a lender (the "Lender") and the Noteholders (as such term is defined below) (the Lender and Noteholders shall hereinafter be referred to collectively as the "Secured Parties").

### W I T N E S S E T H:

WHEREAS, The Quikrete Companies (the "Borrower") and the Lender have entered into a Loan Agreement dated as of January 14, 1998 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lender, subject to the terms and conditions set forth in the Loan Agreement, has agreed to provide certain financial accommodations to the Borrower in the aggregate principal amount at any one time outstanding of up to \$20,000,000;

WHEREAS, the Borrower and The Guardian Life Insurance Company of America, General Electric Capital Assurance Company, The Life Insurance Company of Virginia, Union Fidelity Life Insurance Company and Provident Mutual Life Insurance Company (together with their respective successors and assigns, the "Noteholders"), have entered into that certain Note Agreement, dated as of January 1, 1998 (as the same may be amended, modified or supplemented from time to time, the "Note Agreement") wherein the Noteholders have agreed to purchase the Borrower's 8.13% Senior Secured Notes due January 15, 2008, in the aggregate principal amount of \$25,000,000 (the "Senior Notes");

WHEREAS, the Grantor has executed the Supplement to Subsidiary Guaranty Agreement, dated as of November 19, 1998, thereby becoming a party to that certain Subsidiary Guaranty Agreement, dated as of January 14, 1998 (as hereafter amended, modified or supplemented from time to time, the "Loan Guaranty") pursuant to which the Grantor has guaranteed all of the Obligations of the Borrower arising pursuant to the Loan Agreement;

WHEREAS, the Grantor has executed the Supplement to Subsidiary Guaranty Agreement, dated as of November 19, 1998, thereby becoming a party to that certain Subsidiary Guaranty Agreement, dated as of January 1, 1998 (as hereafter amended, modified, or supplemented from time to time, the "Note Guaranty"; collectively, with the Loan Guaranty, referred to herein as the "Guaranties") pursuant to which the Grantor has guaranteed all of the obligations of the Borrower arising pursuant to the Note Agreement and the Senior Notes;

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WHEREAS, the Grantor desires to secure its obligation to pay, duly and punctually all obligations owing to the Secured Parties pursuant to the Guaranties;

WHEREAS, the Secured Parties have entered into that certain Collateral Agency and Intercreditor Agreement, dated as of January 1, 1998 (as the same may be amended, modified or supplemented from time to time, the "Intercreditor Agreement") pursuant to which the Secured Parties have appointed First Union National Bank as Collateral Agent and have otherwise set forth the relative rights, priorities and obligations of the Secured Parties and the Collateral Agent with respect to the Collateral referred to therein;

WHEREAS, the Borrower and the Grantor share an identity of interests as members of a consolidated group of companies; the Borrower provides certain centralized financial, accounting and management services to the Grantor and the making of the Loans has facilitated expansion and enhanced the overall financial strength and stability of the Borrower's corporate group, including the Grantor;

WHEREAS, it is a condition precedent to the Secured Parties' obligations to continue to advance funds to the Borrower that the Grantor execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Parties to continue to provide financial accommodations to the Borrower, Grantor hereby agrees in favor of the Collateral Agent, for the ratable benefit of the Secured Parties as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them that certain Security Agreement, dated as of January 14, 1998, by the Grantor in favor of the Collateral Agent, for the ratable benefit of the Secured Parties.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim

by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

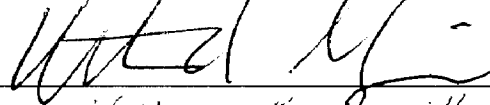
IN WITNESS WHEREOF, this Trademark Security Agreement is executed by the Grantor, and the Grantor has caused its seal to be affixed pursuant to the authority of its board of directors this 17 day of November, 1998.

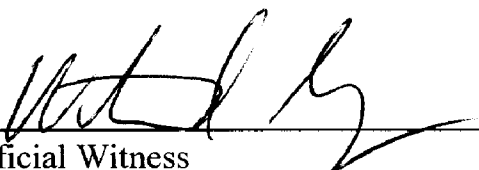
Signed, sealed and delivered on this 17 day of November, 1998.


GRANTOR:

GIBBEL BROS., INC. , a California corporation

By:   
Name: John C. Winchester  
Title: Exec. Vice President

Attest:   
Name: William K. Dagill  
Title: Controller

  
Unofficial Witness

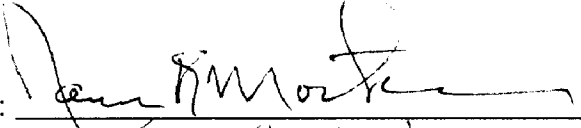
  
Notary Public  
Notary Public, Gwinnett County, Georgia.  
My Commission Expires April 27, 2001.

[CORPORATE SEAL]

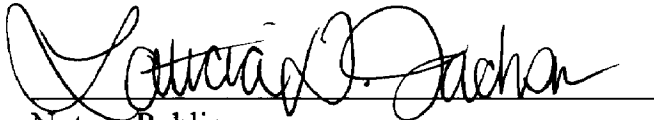
Commission Expiration Date:

Accepted by:

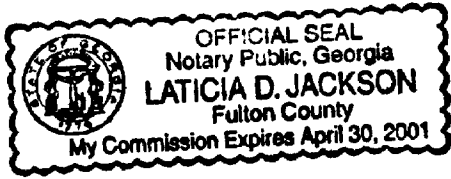
FIRST UNION NATIONAL BANK,  
as Collateral Agent

By:   
Name: James R. Mortimer  
Title: Senior Vice President

  
Unofficial Witness

  
Notary Public

Commission Expiration Date



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