

05-07-2001

4/26/01



101702679
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

Conveyance Type

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

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
 April 18, 2001

Conveying Party

Mark if additional names of conveying parties attached

Effective

Name U.S. Aggregates, Inc.

Month Day Year
 April 18, 2001

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Bank of America N.A., as Agent

DBA/AK/A/T/A

Composed of

Address (line 1) 231 S. LaSalle

Address (line 2)

Address (line 3) Chicago Illinois/ USA 60697

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other a National Banking Organization
- 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).

05/04/2001 TDIAZ1 00000090 75764488

FOR OFFICE USE ONLY

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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

Domestic Representatives 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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

Trademark Application Number(s) or Registration

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)

<input type="text" value="75764,488"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method

Enclosed

Deposit Account

Deposit

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional

Yes

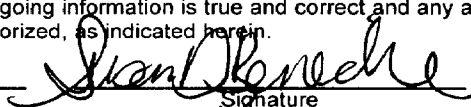
No

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.

Susan D. Reinecke

Name of Person Signing



Signature

April 25, 2001

Date Signed

**ASSIGNMENT OF TRADEMARK SECURITY INTEREST
IN UNITED STATES**

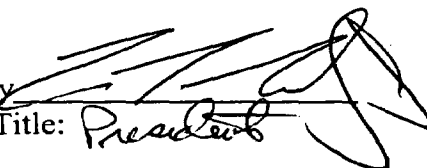
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, U.S. Aggregates, Inc, a Delaware corporation (“the Assignor”) with principal offices at 3800 Colonnade Parkway, Suite 540, Birmingham, Alabama 35243, hereby assigns and grants to Bank of America, N.A., as Agent, with principal offices at 231 S. LaSalle, Chicago, Illinois 60697 (the “Assignee”), a security interest in (i) all of the Assignor’s right, title and interest in and to the United States trademark application (the “Mark”) set forth on Schedule 1 attached hereto, together with (ii) the goodwill of the businesses with which the Mark is associated and (iii) all causes of action arising prior to or after the date hereof for infringement of the Mark or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Liabilities of the Assignor, as such term is defined in the Amended and Restated Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 5, 1998 (as amended from time to time, the “Security Agreement”). Upon payment in full of the Liabilities and termination of the Commitments (as defined in the Third Amended and Restated Credit Agreement dated as of June 5, 1998 among the Assignor, various financial institutions and the Assignee, as Agent), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Mark acquired under this Security Agreement.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 18 day of April, 2001.

U.S. Aggregates, Inc., Assignor

By 
Title: President

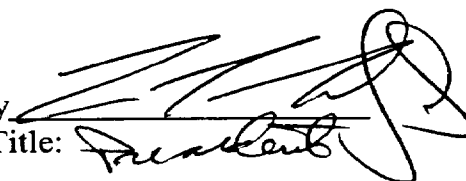
Bank of America, N.A., as
Agent, Assignee

By M. Thora Bennett
Title: Managing Director

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 18 day of April, 2001.

U.S. Aggregates, Inc., Assignor

By 
Title: *President*

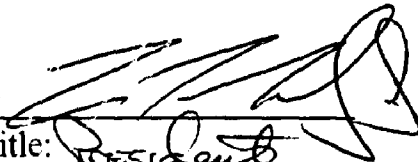
Bank of America, N.A., as
Agent, Assignee

By *M. Kevin Bennett*
Title: *Managing Director*

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 1st day of April, 2001.

U.S. Aggregates, Inc., Assignor

By 
Title: President

Bank of America, N.A., as
Agent, Assignee

By William Bennett
Title: Managing Director

Schedule 1

Application, filed with the U.S. Patent and Trademark Office on July 30, 1999, for the mark
"USAI U.S. AGGREGATES, INC. AND DESIGN" (Serial No. 75/764488)

No other Intellectual Property