

12-16-2002

Form PTO-1594
(Rev. 03/01)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
CPI Concrete Products, Inc.
1363 Harbor Avenue
Memphis, TN 38113
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Tennessee
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Collateral Agent
Internal Address: _____
Address: _____
Street Address: 101 North Tryon Street, 15th Floor
City: Charlotte State: NC Zip: 28255
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association
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 Notice of Grant of Security Interest
Execution Date: November 13, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,403,522, 2,397,206

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven D. Thomas
Internal Address: Moore & Van Allen, PLLC

Street Address: 2200 West Main Street
Suite 800
City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-2316

DO NOT USE THIS SPACE

9. Signature.
Steven D. Thomas
Name of Person Signing

Signature
December 11, 2002
Date

Total number of pages including cover sheet, attachments, and document: 04

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

12/13/2002 6TON11 00000037 2403522

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 2633 FRAME: 0859

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of November 13, 2002 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (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, INC.,
a Tennessee corporation

By: _____

Name: John Polatz

Title: Vice President

Acknowledged and Accepted:

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

By: _____

Name: Michael Brashler

Title: Agency Officer

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Very truly yours,

CPI CONCRETE PRODUCTS, INC.,
a Tennessee corporation

By: _____
Name: John Polatz
Title: Vice President

Acknowledged and Accepted:

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

By: 
Name: Michael Brashler
Title: Agency Officer

SCHEDULE 1

CPI Concrete Products, Inc.
(Tennessee Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
CPI CONCRETE PRODUCTS	2403522	11/14/00
CPI	2397206	10/24/00