TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TXI Operations, LP		06/30/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 South LaSalle Street
Internal Address:	Mail Code: IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2330168	MAXIMIZER

CH $40.00 2330168

CORRESPONDENCE DATA

Fax Number: (214)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147455400
Email: docket@winstead.com
Correspondent Name: Winstead Sechrest & Minick P.C.
Address Line 1: P.O. Box 50784
Address Line 2: Sanford E. Warren, Jr.
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Sandford E. Warren, Jr.
Signature:	/Sanford E. Warren, Jr../
Date:	08/17/2005

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT
(TXI Operations, LP)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between TXI OPERATIONS, LP, a Delaware limited partnership ("Debtor"), and BANK OF AMERICA, N.A. ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of June 30, 2005 (such agreement, together with all amendments and restatements, the "Credit Agreement") among Debtor, certain subsidiaries of Debtor, Secured Party and each of the Lenders party thereto.

RECITALS:

A. The Debtor and the Secured Party have entered into that certain Security Agreement, dated as of July 6, 2005 (such agreement, together with all amendments and restatements, the "Security Agreement"); all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

"Trademarks" means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof set forth in Item A of Attachment 1 attached hereto, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

TRADEMARK
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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor's 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) all Trademarks;

(2) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto; and

(3) all Trademark Licenses, including all Trademark Licenses referred to in Item C of Attachment 1 attached hereto; and

(4) all Proceeds of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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TRADEMARK
REEL: 003142 FRAME: 0387

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of July, 2005.

DEBTOR:

TXI OPERATIONS, LP

By: TXI Operating Trust, its general partner

By: _____
Richard M. Fowler
Vice President and Chief Financial Officer

SECURED PARTY:

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

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 003142 FRAME: 0388

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5 th day of July, 2005.

DEBTOR:

TXI OPERATIONS, LP

By: TXI Operating Trust, its general partner

By: _____
Richard M. Fowler
Vice President and Chief Financial Officer

SECURED PARTY:

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

By: _____
Name: David A. Johanson
Title: Vice President

TRADEMARK
REEL: 003142 FRAME: 0389

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me this 5TH day of July, 2005, by Richard M. Fowler, as President and Chief Financial Officer of TXI Operating Trust, the general partner of TXI Operations LP, a Delaware statutory trust, on behalf of such statutory trust.

Gwynn E Herrick
Notary Public in and for the State of Texas

{Seal}

My commission expires: NOTARY PUBLIC STATE OF TEXAS GWYNN E. HERRICK Notary Public State of Texas Commission Expires SEPTEMBER 7, 2008

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of July, 2005, by _____, as _____ of Bank of America, N.A., on behalf of such corporation.

_____
Notary Public in and for the State of Illinois

{Seal}

My commission expires: _____

TRADEMARK
REEL: 003142 FRAME: 0390

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me this ____ day of July, 2005, by Richard M. Fowler, as President and Chief Financial Officer of TXI Operating Trust, the general partner of TXI Operations LP, a Delaware statutory trust, on behalf of such statutory trust.

_____
Notary Public in and for the State of Texas

{Seal}

My commission expires: _____

STATE OF Illinois §
§
COUNTY OF Cook §

This instrument was acknowledged before me this 6th day of July, 2005, by David A. Johanson, as Vice President of Bank of America, N.A., on behalf of such corporation.

OFFICIAL SEAL
MARIA PAGGAO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/09
{Seal}

Maria Paggao
Notary Public in and for the State of Illinois

My commission expires: 2/1/09

TRADEMARK
REEL: 003142 FRAME: 0391

Schedule 1
to
Trademark Security Agreement

Item A. TRADEMARKS.

Owner	Trademark	Registration No.
TXI Operations, LP	Maximizer	2330168

Item B. TRADEMARK APPLICATIONS – NONE.

Item C. TRADEMARK LICENSES – NONE.