

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
Thomas Concrete Industries, Inc.		11/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nordea Bank Finland Plc		
Street Address:	437 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	a Banking Corporation: FINLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1673117	THE CONCRETE SPECIALISTS	
Registration Number:	1697220	THE CONCRETE SPECIALISTS	
Registration Number:	2598009	THOMAS	
CORRESPONDENCE DATA			
Fax Number:	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-585-8264		
Email:	sfreedman@nixonpeabody.com		
Correspondent Name:	Susan M. Freedman, Esq.		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	401 9th Street, Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	041384-95		
NAME OF SUBMITTER:	Susan M. Freedman		

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Signature:	/susan m. freedman/
Date:	12/15/2005
Total Attachments: 5 source=Trademark Security Interest Agreement - Thomas Concrete Industries & Nordea Bank Finland Plc#page1.tif source=Trademark Security Interest Agreement - Thomas Concrete Industries & Nordea Bank Finland Plc#page2.tif source=Trademark Security Interest Agreement - Thomas Concrete Industries & Nordea Bank Finland Plc#page3.tif source=Trademark Security Interest Agreement - Thomas Concrete Industries & Nordea Bank Finland Plc#page4.tif source=Trademark Security Interest Agreement - Thomas Concrete Industries & Nordea Bank Finland Plc#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), made as of this 22nd day of November, 2005 by Thomas Concrete Industries, Inc., a Delaware corporation ("Grantor") in favor of Nordea Bank Finland Plc, acting through its New York Branch and/or its Grand Cayman Branch in its discretion, both branches of Nordea Bank Finland Plc, a Helsinki, Finland banking corporation (together with its successors and assigns, "Grantee");

W I T N E S S E T H

WHEREAS, Grantor and Grantee have entered into (i) a certain Reimbursement Agreement for Commercial and Standby Letters of Credit, dated as of November 22, 2005 (as amended or otherwise modified from time to time, the "L/C Agreement"); and (ii) a certain Subsidiary Guarantee, dated as of November 22, 2005 (the "Subsidiary Guarantee"), pursuant to which Grantor is guaranteeing certain obligations of the Grantor's parent, Thomas Concrete Group AB ("Parent") under an Uncommitted Line of Credit Facility Agreement, dated as of November 22, 2005 between Parent and Grantee and a Term Loan Agreement, dated as of November 22, 2005 between Parent and Grantee;

WHEREAS, pursuant to the L/C Agreement and the Subsidiary Guarantee, Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor and Parent; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the L/C Agreement and Subsidiary Guarantee;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of L/C Agreement, the Subsidiary Guarantee and Security Agreement. The L/C Agreement, the Subsidiary Guarantee and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

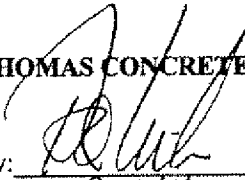
(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THOMAS CONCRETE INDUSTRIES, INC.

By: 
Name: Bo Nilsson
Title: Treasurer

Agreed and Accepted
As of the Date First Written Above

NORDEA BANK FINLAND PLC – NEW YORK BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

NORDEA BANK FINLAND PLC – GRAND CAYMAN BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


THOMAS CONCRETE INDUSTRIES, INC.

By: _____
Name:
Title:


Agreed and Accepted
As of the Date First Written Above


NORDEA BANK FINLAND PLC – NEW YORK BRANCH

By: 
Name: Jussi Koski
Title: Vice President

By: 
Name: Gerald E. Chelius, Jr.
Title: SVP Credit

NORDEA BANK FINLAND PLC – GRAND CAYMAN BRANCH

By: 
Name: Jussi Koski
Title: Vice President

By: 
Name: Gerald E. Chelius, Jr.
Title: SVP Credit

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
The Concrete Specialists	1,673,117	1/21/1992
The Concrete Specialists	1,697,220	6/23/1992
Thomas	2,598,009	7/23/2002

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
NONE	NONE	NONE

NZ53243.2