

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		11/21/2008	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	14th Floor, TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2330168	MAXIMIZER	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5390		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147455226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	25690-192 TMSA TXI OPERAT		
NAME OF SUBMITTER:	Andrea Walker		
Signature:	/Andrea Walker/		

OP \$40.00 2330168

900121347

TRADEMARK
REEL: 003892 FRAME: 0804

Date:

11/24/2008

Total Attachments: 5

source=25690-192 tm sec agr TXI Operations, LP 11-21-2008#page1.tif

source=25690-192 tm sec agr TXI Operations, LP 11-21-2008#page2.tif

source=25690-192 tm sec agr TXI Operations, LP 11-21-2008#page3.tif

source=25690-192 tm sec agr TXI Operations, LP 11-21-2008#page4.tif

source=25690-192 tm sec agr TXI Operations, LP 11-21-2008#page5.tif

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., acting in its capacity as Administrative Agent ("Administrative Agent") pursuant to that certain First Amended and Restated Credit Agreement dated as of August 15, 2007 (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.

R E C I T A L S:

A. The Debtor has entered into that certain Security Agreement, dated as of November 21, 2008 in favor of the Administrative Agent for its benefit and for the ratable benefit of each other Secured Party (as defined therein) (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 Administrative Agent for its benefit and the ratable benefit of the other Secured Parties 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 Secured Obligations.

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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties 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 Administrative Agent and the other Secured Parties 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
--

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 21st day of November, 2008.

DEBTOR:

TXI OPERATIONS, LP

By: TXI Operating Trust, its general partner

By: Ellis
Name: Sharon Ellis
Title: Treasurer

ADMINISTRATIVE AGENT:

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

By: Sheri Starbuck
Name: _____
Title: **Sheri Starbuck**
Vice President

ACKNOWLEDGMENT

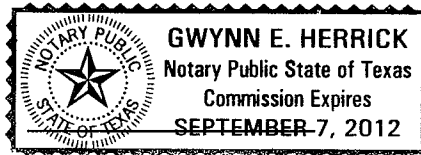
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 21st day of November, 2008, by SHARON ELIS, as TREASURER 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:



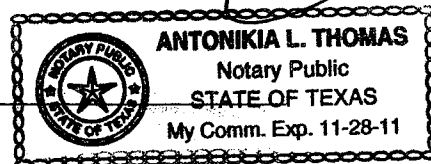
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this 21st day of November, 2008, by Shoni Starbuck, as Vice President of Bank of America, N.A., on behalf of such national banking association.

Antonikia L. Thomas
Notary Public in and for the State of Texas

{Seal}

My commission expires:



Schedule 1
to
Trademark Security Agreement

Item A. TRADEMARKS.

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>
TXI Operations, LP	Maximizer	2330168

Item B. TRADEMARK APPLICATIONS – NONE.

Item C. TRADEMARK LICENSES – NONE.