

7/7/09

Form PTO-1594 (Rev. 01-09)

OMB Collection 0651-0027 (exp. 02/28/2009)

JUL -7

07-09-2009

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark OfficeRECO
TR

To the Director of the U. S. Patent and Trademark Office

or the new address(es) below.

103566704

1. Name of conveying party(ies):

Texas Industries, Inc.; et al.

(see attached)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) June 19, 2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes☒ NoName: Bank of America, N.A., as Administrative Agent

Internal

Address: TX1-429-11-23Street Address: 901 Main Street, 11th FloorCity: DallasState: TexasCountry: USAZip: 75202☒ Association Citizenship national banking association☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☐ Other _____ Citizenship _____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)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3335021; 77578412; 77542932; see attached

Additional sheet(s) attached? ☒ Yes ☐ No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

EZY-BOND; S SUPERSLURRY; CEM-LIME; see attached

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Julie H. CooperInternal Address: c/o Vinson & Elkins L.L.P.Street Address: 2001 Ross Avenue, Suite 3700City: DallasState: TexasZip: 75201Phone Number: 214-220-7919Fax Number: 214-999-7919Email Address: jucooper@velaw.com**6. Total number of applications and registrations involved:**

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

07/09/2009 MJAMA1 00000003 3335021

Deposit Account Number 01 50 1521

02 FC:8522

40.00 DP

725.00 DP

Authorized User Name _____

9. Signature:

Signature

Julie H. Cooper

Name of Person Signing

6/25/2009

Date

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
 REEL: 004021 FRAME: 0300

Attachment

Name of conveying parties:

Texas Industries, Inc., a Delaware corporation

Riverside Cement Company, a California general partnership

TXI California Inc., a Delaware corporation

TXI Operating Trust, a Delaware statutory trust

TXI Operations, LP, a Delaware limited partnership

TXI Riverside Inc., a Delaware corporation

TRADEMARK SECURITY AGREEMENT**Texas Industries, Inc.**

Registration No.	Title	Registered Owner(s)	Registration Date
3335021	EZY-BOND	Texas Industries, Inc.	11/13/2007
77578412	S SUPERSLURRY	Texas Industries, Inc.	9/25/2008
77542932	CEM-LIME	Texas Industries, Inc.	8/8/2008
77542828	TXI CEM-LIME	Texas Industries, Inc.	8/8/2008
2249915	PERMALEACH	Texas Industries, Inc.	6/1/1999
2184478	ELITE CRETE	Texas Industries, Inc.	8/25/1998
2155106	(Design Only)	Texas Industries, Inc.	5/5/1998
2184317	(Design Only)	Texas Industries, Inc.	8/25/1998
2079762	(Design Only)	Texas Industries, Inc.	9/15/1997
2046467	PYROTHERM	Texas Industries, Inc.	3/18/1997
2180917	DIAMOND PRO	Texas Industries, Inc.	8/11/1998
1746263	DIAMOND PRO	Texas Industries, Inc.	1/12/1993
1693020	REALITE	Texas Industries, Inc.	6/9/1992
1039686	LI LOUISIANA INDUSTRIES	Texas Industries, Inc.	5/18/1976
0637032	EZY-MIX	Texas Industries, Inc.	11/13/1956

Riverside Cement Company

Registration No.	Title	Registered Owner(s)	Registration Date
2986967	RIVERSIDE	Riverside Cement Company TXI California Inc. TXI Riverside Inc.	8/23/2005

TXI California Inc.

Registration No.	Title	Registered Owner(s)	Registration Date
2986967	RIVERSIDE	Riverside Cement Company TXI California Inc. TXI Riverside Inc.	8/23/2005

TXI Operating Trust

Registration No.	Title	Registered Owner(s)	Registration Date
3182061	HOME PROJECT MIX	TXI Operations, LP TXI Operating Trust	12/5/2006
2420465	PRESSUR SEAL	TXI Operations, LP TXI Operating Trust	1/16/2001
2497646	EAGLE'S CHOICE	TXI Operations, LP TXI Operating Trust	12/16/2001
2410950	RAIL PORT	TXI Operations, LP TXI Operating Trust	12/5/2000

TXI Operations, LP

Registration No.	Title	Registered Owner(s)	Registration Date
3182061	HOME PROJECT MIX	TXI Operations, LP TXI Operating Trust	12/5/2006
2991477	REBASE	TXI Operations, LP	9/6/2005
2420465	PRESSUR SEAL	TXI Operations, LP TXI Operating Trust	1/16/2001
2497646	EAGLE'S CHOICE	TXI Operations, LP TXI Operating Trust	10/16/2001
2401056	PRESSUR-SEAL	TXI Operations, LP	10/31/2000
2442986	TRUGRO	TXI Operations, LP	4/10/2001
2527781	PAVE GROW	TXI Operations, LP	1/8/2002
2410950	RAIL PORT	TXI Operations, LP TXI Operating Trust	12/2/2000

TXI Riverside Inc.

Registration No.	Title	Registered Owner(s)	Registration Date
2986967	RIVERSIDE	Riverside Cement Company TXI California Inc. TXI Riverside Inc.	8/23/2005

Schedule 1-2

TRADEMARK
REEL: 004021 FRAME: 0303

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of June 19, 2009, is entered into by TEXAS INDUSTRIES, INC., a Delaware corporation, RIVERSIDE CEMENT COMPANY, a California general partnership, TXI CALIFORNIA INC., a Delaware corporation, TXI OPERATING TRUST, a Delaware statutory trust, TXI OPERATIONS, LP, a Delaware limited partnership and TXI RIVERSIDE INC., a Delaware corporation (each, a "**Grantor**", and collectively, "**Grantors**"), and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, "**Administrative Agent**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement; as such term is defined below.

WHEREAS, concurrently herewith, Texas Industries, Inc., Administrative Agent and the Required Lenders are entering into a Second Amended and Restated Credit Agreement (as such agreement may be amended, modified, supplemented and restated from time to time, the "**Credit Agreement**").

WHEREAS, pursuant to the Credit Agreement, the Amended and Restated Security Agreement to be executed of even date herewith (the "**Security Agreement**") and the other Loan Documents, each Grantor is required to grant a security interest to Administrative Agent, for the benefit of the Lenders, in all of such Grantor's trademarks, trademark licenses, trade names, service marks, logos and all registrations and recordings thereof and applications (other than "intent to use" applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, all income and royalties with respect to any licenses, all rights arising therefrom and pertaining thereto, whether now owned or hereafter acquired, and wherever located, including the trademarks and trademark licenses listed on Schedule 1 hereto, including all rights to sue for past, present or future infringement or unconsented use of any trademarks, all income and royalties with respect to any trademarks whether registered or unregistered, all proceeds of any and all of each Grantor's trademarks (including rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the trademarks (collectively, the "**Secured Trademarks**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and Administrative Agent hereby agree as follows:

1. **Grant of Security Interest.**

(a) Each Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Secured Trademarks, and all reissues, divisions, continuations, continuations-in-part, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Administrative Agent under the Security Agreement, and is

security for the payment and performance of the Secured Obligations of the Borrower under the Credit Agreement and the other Loan Documents. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Release of Security Interest.

Subject to the terms of the Credit Agreement and following payment in full of the Secured Obligations, Administrative Agent shall, at each Grantor's sole cost and expense, as applicable, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Administrative Agent may modify this Agreement, after obtaining the applicable Grantor's signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by such Grantor or any trademarks acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which such Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Administrative Agent and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of Administrative Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles or any other electronic transmissions shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

TEXAS INDUSTRIES, INC., a Delaware corporation

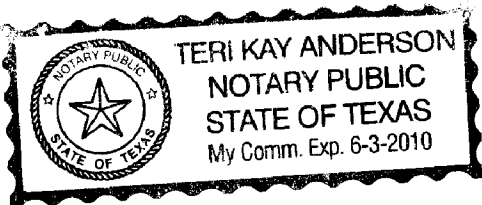
By: Sharon Ellis
Sharon Ellis
Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 18, 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Sharon Ellis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Treasurer, on behalf of Texas Industries, Inc., a Delaware corporation, the corporation herein named, and acknowledged to me that the corporation executed the within instrument in accordance with its organizational documents and applicable law.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Teri Kay Anderson
Notary Public

My Commission Expires:

6/3/2010

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004021 FRAME: 0306

RIVERSIDE CEMENT COMPANY, a California
general partnership

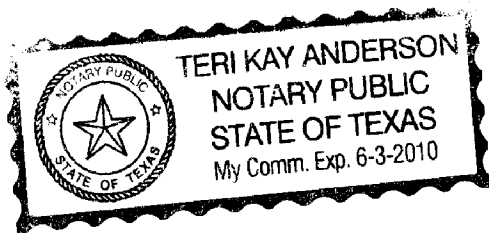
By: Sharon Ellis
Sharon Ellis
Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 18 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Sharon Ellis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Treasurer, on behalf of Riverside Cement Company, a California general partnership, the general partnership herein named, and acknowledged to me that the general partnership executed the within instrument in accordance with its organizational documents and applicable law.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Teri Kay Anderson
Notary Public

My Commission Expires:

6/3/2010

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004021 FRAME: 0307

By: Sharon Ellis

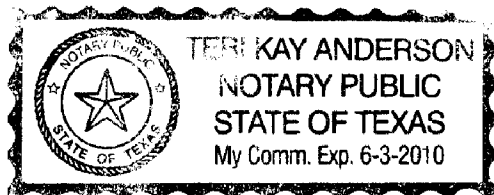
Sharon Ellis
Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 18, 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Sharon Ellis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Treasurer, on behalf of TXI California Inc., a Delaware corporation, the corporation herein named, and acknowledged to me that the corporation executed the within instrument in accordance with its organizational documents and applicable law.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Teri Kay Anderson
Notary Public

My Commission Expires:

6/3/2010

[Signature Page to Trademark Security Agreement]

TXI OPERATING TRUST, a Delaware statutory trust

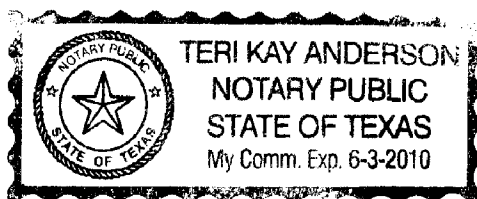
By: Sharon Ellis
Sharon Ellis
Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 8, 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Sharon Ellis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Treasurer, on behalf of TXI Operating Trust, a Delaware statutory trust, the statutory trust herein named, and acknowledged to me that the statutory trust executed the within instrument in accordance with its organizational documents and applicable law.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Teri Kay Anderson
Notary Public

My Commission Expires:

6/3/2010

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004021 FRAME: 0309

TXI OPERATIONS, LP, a Delaware limited partnership

By: TXI Operating Trust, its General Partner

By: Sharon Ellis

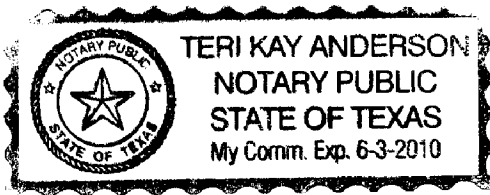
Sharon Ellis
Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 19 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Sharon Ellis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Treasurer, on behalf of TXI Operating Trust, the General Partner of TXI Operations, LP, a Delaware limited partnership, the limited partnership herein named, and acknowledged to me that the limited partnership executed the within instrument in accordance with its organizational documents and applicable law.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Teri Kay Anderson
Notary Public

My Commission Expires:

6/3/2010

[Signature Page to Trademark Security Agreement]

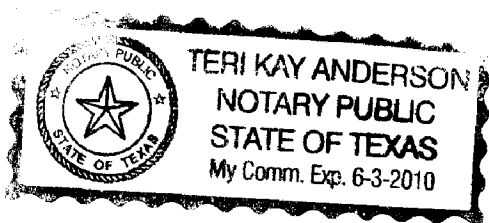
By: Sharon Ellis
Sharon Ellis
Treasurer

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 8 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Sharon Ellis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Treasurer, on behalf of TXI Riverside Inc., a Delaware corporation, the corporation herein named, and acknowledged to me that the corporation executed the within instrument in accordance with its organizational documents and applicable law.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)




Teri Kay Anderson
Notary Public

My Commission Expires:

6/3/2010

[Signature Page to Trademark Security Agreement]

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

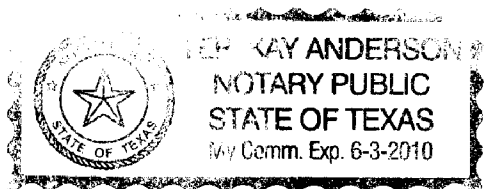

Joy L. Bartholomew
Senior Vice President

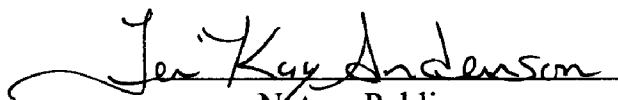
STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 18 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Joy L. Bartholomew, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Senior Vice President on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument in accordance with its organizational documents and applicable law.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)




Notary Public

My Commission Expires:

6/3/2010

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004021 FRAME: 0312

TRADEMARK SECURITY AGREEMENT**Texas Industries, Inc.**

Registration No.	Title	Registered Owner(s)	Registration Date
3335021	EZY-BOND	Texas Industries, Inc.	11/13/2007
77578412	S SUPERSLURRY	Texas Industries, Inc.	9/25/2008
77542932	CEM-LIME	Texas Industries, Inc.	8/8/2008
77542828	TXI CEM-LIME	Texas Industries, Inc.	8/8/2008
2249915	PERMALEACH	Texas Industries, Inc.	6/1/1999
2184478	ELITE CRETE	Texas Industries, Inc.	8/25/1998
2155106	(Design Only)	Texas Industries, Inc.	5/5/1998
2184317	(Design Only)	Texas Industries, Inc.	8/25/1998
2079762	(Design Only)	Texas Industries, Inc.	9/15/1997
2046467	PYROTHERM	Texas Industries, Inc.	3/18/1997
2180917	DIAMOND PRO	Texas Industries, Inc.	8/11/1998
1746263	DIAMOND PRO	Texas Industries, Inc.	1/12/1993
1693020	REALITE	Texas Industries, Inc.	6/9/1992
1039686	LI LOUISIANA INDUSTRIES	Texas Industries, Inc.	5/18/1976
0637032	EZY-MIX	Texas Industries, Inc.	11/13/1956

Riverside Cement Company

Registration No.	Title	Registered Owner(s)	Registration Date
2986967	RIVERSIDE	Riverside Cement Company TXI California Inc. TXI Riverside Inc.	8/23/2005

TXI California Inc.

Registration No.	Title	Registered Owner(s)	Registration Date
2986967	RIVERSIDE	Riverside Cement Company TXI California Inc. TXI Riverside Inc.	8/23/2005

TXI Operating Trust

Registration No.	Title	Registered Owner(s)	Registration Date
3182061	HOME PROJECT MIX	TXI Operations, LP TXI Operating Trust	12/5/2006
2420465	PRESSUR SEAL	TXI Operations, LP TXI Operating Trust	1/16/2001
2497646	EAGLE'S CHOICE	TXI Operations, LP TXI Operating Trust	12/16/2001
2410950	RAIL PORT	TXI Operations, LP TXI Operating Trust	12/5/2000

TXI Operations, LP

Registration No.	Title	Registered Owner(s)	Registration Date
3182061	HOME PROJECT MIX	TXI Operations, LP TXI Operating Trust	12/5/2006
2991477	REBASE	TXI Operations, LP	9/6/2005
2420465	PRESSUR SEAL	TXI Operations, LP TXI Operating Trust	1/16/2001
2497646	EAGLE'S CHOICE	TXI Operations, LP TXI Operating Trust	10/16/2001
2401056	PRESSUR-SEAL	TXI Operations, LP	10/31/2000
2442986	TRUGRO	TXI Operations, LP	4/10/2001
2527781	PAVE GROW	TXI Operations, LP	1/8/2002
2410950	RAIL PORT	TXI Operations, LP TXI Operating Trust	12/2/2000

TXI Riverside Inc.

Registration No.	Title	Registered Owner(s)	Registration Date
2986967	RIVERSIDE	Riverside Cement Company TXI California Inc. TXI Riverside Inc.	8/23/2005

Schedule 1-2