

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent	FORMERLY LaSalle Bank National Association, as Collateral Agent	08/12/2009	Bank:
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Collateral Agent		
Street Address:	591 Broadway		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0670187	APPCO	
Registration Number:	2314649	BESSER APPCO	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6175269478		
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	77401-004		

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NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	08/17/2009
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**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS  
UNDER THE TRADEMARK SECURITY AGREEMENT**

ASSIGNMENT dated as of August 12, 2009, from Bank of America, N.A. (successor by merger to LaSalle Bank National Association), as initial collateral agent (the "Initial Collateral Agent"), to Wilmington Trust FSB, as successor collateral agent (together with its successors and assigns, the "Successor Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 1, 2007 (the "Trademark Security Agreement"), by and among Aggregate Plant Products Co. (the "Grantor") and the Initial Collateral Agent, the Grantor granted a security interest to the Initial Collateral Agent in certain Trademark Collateral including the Trademarks set forth on Schedule 1 thereto; and

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on October 30, 2007 at Reel 3650, Frame 222; and

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Credit Agreement (as such term is defined in the Trademark Security Agreement) and the Trademark Security Agreement to the Successor Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The terms "Trademarks" and "Trademark Collateral" shall each have the meaning ascribed to such term in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.

2. Assignment of Security Interest. The Initial Collateral Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademarks and Trademark applications and registrations, to the Successor Collateral Agent. This Assignment is made without recourse, representation or warranty, whether express or implied.

3. Authorization of Filings. The Initial Collateral Agent hereby authorizes Successor Collateral Agent to (i) record this Agreement, an abstract thereof, or any other document describing Successor Collateral Agent's interest in the Trademark Collateral with the United States Patent and Trademark Office or any other governmental or regulatory authority and (ii) file UCC-1 financing statements describing the Trademark Collateral in any filing office deemed appropriate by Successor Collateral Agent.

[SIGNATURE PAGE TO FOLLOW]

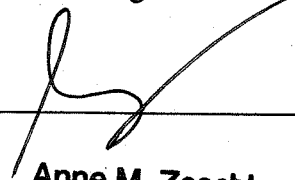
IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

**BANK OF AMERICA, as Administrative Agent**  
as Initial Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
**Anne M. Zeschke**  
Vice President

TRADEMARK

REEL: 004045 FRAME: 0904

EXHIBIT 1

List of Trademarks and Trademark Applications

Trademark	Filing Date	Appl. No.	Issue Date	Reg. No.
APPCO	12/02/57	72041603	11/25/58	670.187
Besser APPCO	2/25/99	75648238	2/1/2000	2,314.649