

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pavestone Company, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
Pavestone Holdings, LLC		02/08/2010	LIMITED LIABILITY COMPANY: DELAWARE
Bedrock Freight Brokerage, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
Glass Mountain Pumice 2004, LLC		02/08/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Hydropave, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
N2M Group, L.L.C.		02/08/2010	LIMITED LIABILITY COMPANY: DELAWARE
North American Marble, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
Pavestone California, LLC		02/08/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Pavestone Company of Massachusetts, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
Pavestone Company of Ohio, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
Santa Fe Lava Rock, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
Veneerstone, LLC		02/08/2010	LIMITED LIABILITY COMPANY: TEXAS
Veneerstone California, LLC		02/08/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
Western Aggregates, LLC		02/08/2010	LIMITED LIABILITY COMPANY: ARIZONA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	901 Main Street
<b>City:</b>	Dallas

OP \$615.00 76658672

**900156544**

**TRADEMARK  
 REEL: 004163 FRAME: 0301**

State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	76658672	ANCIENT EDGE
Serial Number:	78344451	BELLACOBBLE
Registration Number:	3578703	BELLACOBBLE
Registration Number:	2996996	BEDROCK FREIGHT BROKERAGE
Registration Number:	3708994	COLONY COBBLE
Registration Number:	2405651	CONLOCK
Registration Number:	2405650	CONLOCK I
Registration Number:	2405649	CONLOCK II
Registration Number:	2341363	HYDROPAVE
Registration Number:	2341364	HYDROPAVE
Registration Number:	3156010	NATIONWIDE SERVICE BEDROCK FREIGHT BROKERAGE, LP
Registration Number:	1265735	PAVESTONE
Serial Number:	78344458	PORTICO
Registration Number:	3724209	PORTICO
Serial Number:	76658673	TUMBLEDDGE
Registration Number:	3724210	TUMBLEDDGE
Serial Number:	78827806	VENEERSTONE
Serial Number:	77600178	VENEERSTONE
Serial Number:	78846343	VENEERSTONE
Serial Number:	77609103	VENEERSTONE
Serial Number:	76658656	VENETIAN STONE
Serial Number:	77347164	VENETIAN STONE
Serial Number:	77827139	VENETIAN STONE
Registration Number:	3583715	VINTAGE STONE

CORRESPONDENCE DATA

Fax Number: (214)855-8200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-855-8000

Email: cholland@fulbright.com, DOIPDOCKET@fulbright.com  
Correspondent Name: Linda M. Merritt  
Address Line 1: 2200 Ross Avenue, Suite 2800  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	08286-X00003
NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	03/08/2010

**Total Attachments: 22**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 8, 2010, by and among each of the Persons listed on the signature page hereto as a Grantor (each such Person, together with any other Person that may become a party hereto as provided herein, individually, a "Grantor" and, collectively, the "Grantors"), and Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 8, 2010, among Pavestone Company, LLC, a Texas limited liability company (the "Borrower"), Pavestone Holdings, LLC, a Delaware limited liability company ("Holdings") as a guarantor, the lenders from time to time party thereto (each, individually, a "Lender" and collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Lenders have agreed to make Loans to the Borrower, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrower and the other Loan Parties, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

WHEREAS, each Grantor acknowledges that it is an integral part of a consolidated enterprise and that it will receive direct and indirect benefits from the availability of the credit facility provided for in the Credit Agreement, from the making of the Loans by the Lenders, and the issuance of the Letters of Credit by the L/C Issuer.

WHEREAS, the obligations of the Lenders to make Loans and of the L/C Issuer to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and Lenders to enter into the Credit Agreement, and to induce the Lenders to make Loans and the L/C Issuer to issue Letters of Credit, each of the Grantors hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of Texas; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Texas, "UCC" means the Uniform Commercial

Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Administrative Agent” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Agreement” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Borrower” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Collateral” shall have the meaning assigned to such term in the Security Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Grantor” and “Grantors” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in SECTION 3 of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean the Obligations under and as defined in the Credit Agreement.

“Security Agreement” shall mean that certain Security Agreement, dated as of February 8, 2010, among the Borrower, certain of its Subsidiaries and the Administrative Agent.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.06 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by each of the Grantors to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Administrative Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, to the extent assignable, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter

acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights and Copyright Licenses;
- (b) All Patents and Patent Licenses;
- (c) All Trademarks and Trademark Licenses;
- (d) All other Licenses;
- (e) All renewals of any of the foregoing;
- (f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;
- (g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);
- (h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;
- (i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and
- (j) All of the Grantors’ rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property By Grantors. Except as set forth below in this SECTION 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the “Intellectual Property”):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the

Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by such Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Liens permitted under Section 7.01 of the Credit Agreement.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. To such



Grantor's knowledge, no claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect. To such Grantor's knowledge, the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect. Such Grantor has not provided in any Exhibit or Schedule attached to this Agreement a list of Licenses for commercially available computer programs, products, applications or operating software, and no such list is required by this Agreement.

(g) Such Grantor shall give the Administrative Agent prompt written notice, with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining ownership rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property.

(ii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications, operating software licensed from Persons other than a Loan Party used in the ordinary course of such Grantor's business, and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's knowing, or having reason to know, that any application or registration relating to any Intellectual Property may, other than as provided in SECTION 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

#### SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i) and (ii) of SECTION 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly deliver to the Administrative Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement and hereby

authorizes the Administrative Agent to file, at such Grantor's expense, such updated Exhibit as set forth in SECTION 5(b).

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Administrative Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Administrative Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Administrative Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this SECTION 6.

SECTION 7. Administrative Agent's Actions To Protect Intellectual Property. In the event of:

(a) any Grantor's failure, within fifteen (15) days of written notice from the Administrative Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Administrative Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Administrative Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the other Loan Documents, the Administrative Agent may exercise all rights and remedies of a

secured party under the Uniform Commercial Code as adopted in the State of Texas, with respect to the Intellectual Property, in addition to which the Administrative Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Administrative Agent that an Event of Default has occurred and that the Administrative Agent is authorized to exercise such rights and remedies.

SECTION 9. Administrative Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Administrative Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Administrative Agent and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Administrative Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Administrative Agent.

(c) The Administrative Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by SECTION 9(a), but if the Administrative Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Administrative Agent.

SECTION 10. Administrative Agent's Rights. Any use by the Administrative Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Administrative Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Administrative Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Administrative Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Administrative Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Aggregate Commitments have expired or been terminated, (ii) all of the Secured Obligations have been paid in full in cash or otherwise satisfied, (iii) all L/C Obligations have been reduced to zero (or fully Cash Collateralized in a manner reasonably satisfactory to the L/C Issuer and the Administrative Agent), and (iv) the L/C Issuer has no further obligation to issue Letters of Credit under the Credit Agreement, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 13 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of Texas.

SECTION 15. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement, provided that communications and notices to any Grantor shall be addressed to such Grantor at its notice address set forth on Schedule 1 attached hereto.

SECTION 16. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 17. Additional Grantors. Each Subsidiary that is required to become a party to this Agreement pursuant to Section 6.12 of the Credit Agreement shall become obligated as a Grantor for all purposes of this Agreement (as though an original signatory hereto) upon the execution and delivery to the Administrative Agent by such Subsidiary of a supplement to this Agreement, in form and substance satisfactory to the Administrative Agent. The execution and delivery of such supplement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.


SECTION 18. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

***[SIGNATURE PAGES FOLLOW]***


IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**GRANTORS:**

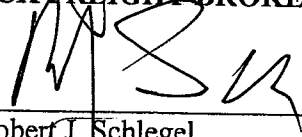
**PAVESTONE HOLDINGS, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

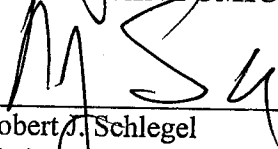
**PAVESTONE COMPANY, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

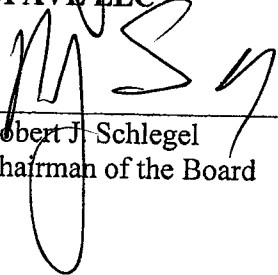
**BEDROCK FREIGHT BROKERAGE, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

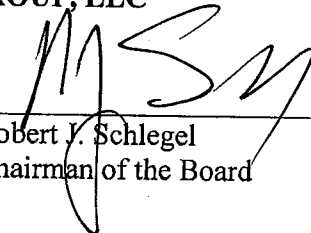
**GLASS MOUNTAIN PUMICE 2004, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

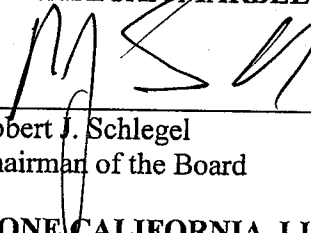
**HYDROPAVE LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

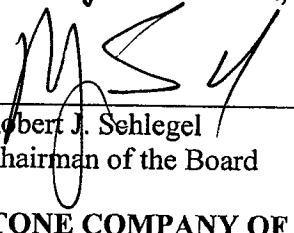
**N2M GROUP, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

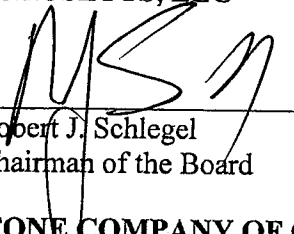
**NORTH AMERICAN MARBLE, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

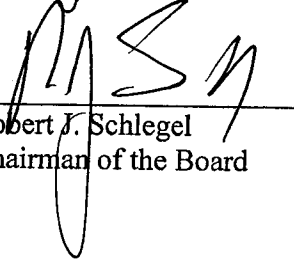
**PAVESTONE CALIFORNIA, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

**PAVESTONE COMPANY OF MASSACHUSETTS, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

**PAVESTONE COMPANY OF OHIO, LLC**

By:   
Name: Robert J. Schlegel  
Title: Chairman of the Board

**SANTA FE LAVA ROCK, LLC**

By: 

Name: Robert J. Schlegel

Title: Chairman of the Board

**VENEERSTONE, LLC**

By: 

Name: Robert J. Schlegel

Title: Chairman of the Board

**VENEERSTONE CALIFORNIA, LLC**

By: 

Name: Robert J. Schlegel

Title: Chairman of the Board

**WESTERN AGGREGATES, LLC**

By: 

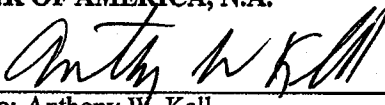
Name: Robert J. Schlegel

Title: Chairman of the Board



**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A.**

By:   
Name: Anthony W. Kell  
Title: Assistant Vice President

## SCHEDULE 1

### Notice Addresses of Grantors

Pavestone Holdings, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Pavestone Company, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Bedrock Freight Brokerage, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Glass Mountain Pumice 2004, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Hydropave LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
N2M Group, L.L.C.	4835 LBJ Freeway Suite 700 Dallas TX 75244
North American Marble, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Pavestone California, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Pavestone Company of Massachusetts, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Pavestone Company of Ohio, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Santa Fe Lava Rock, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Veneerstone, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Veneerstone California, LLC	4835 LBJ Freeway Suite 700 Dallas TX 75244
Western Aggregates, LLC	4835 LBJ Freeway Suite 700

	Dallas TX 75244
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**EXHIBIT A**

**List of Copyrights and Copyright Licenses**

**Copyright Registrations**

Hydropave Erosion Control Systems Engineering and Technical Manual (including Notebook, CD-Rom, and 3-1/2x5" Diskette)      Hydropave, L.P.      VA 989-225

**Copyright Licenses**

None

## EXHIBIT B

### List of Patents and Patent Licenses

#### **Patent Registrations**

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#
<b>CONCRETE BLOCK SPLITTING AND PITCHING APPARATUS AND METHOD</b>						
Inventors: Karau, William; Marx, Joerg						
UNITED STATES	107724.0004	NEW	10/18/2006	11/583,592		
<b>MASONRY BLOCK MULTI-SPLITTING APPARATUS AND METHOD</b>						
Inventors: Karau, William; Marx, Joerg						
UNITED STATES	107724.0005	NEW	10/18/2006	11/583,192		
<b>CONCRETE BLOCK SPLITTING AND PITCHING APPARATUS AND METHOD</b>						
Inventors: Karau, William; Marx, Joerg; Davis, Tommy W.						
UNITED STATES	107724.0006	NEW	10/18/2006	11/583,194		
<b>A GRID MATRIX SYSTEM INCLUDING INTERCONNECTED REVETMENT BLOCKS</b>						
Inventors: Pettee, Gary K., Jr.						
UNITED STATES	107724.0036	NEW	4/30/1993	08/056,309	7/4/1995	5,429,451
CANADA	107724.0007	CEQ	4/14/1994	2121286	5/30/2006	2121286
<b>CURVED DECORATIVE PICKET EDGE LANDSCAPE STONE</b>						
UNITED STATES		NEW	09/22/2000	29/130,107	06/18/2002	D459,006
<b>DECORATIVE EDGING WITH BIDIRECTIONAL, INTERLOCKING JOINTS</b>						
Inventors: Staten, Bobby L.; Scullion, Bret; Davis, Tommy						
UNITED STATES	107724.0008	NEW	9/26/2000	09/670,860	7/15/2003	6,591,547
<b>DECORATIVE PICKET EDGE LANDSCAPE STONE</b>						
UNITED STATES		NEW	09/22/2000	29/129,892	10/02/2001	D448,857
<b>DECORATIVE LANDSCAPE EDGE BLOCK</b>						
Inventors: Scullion, Bret; Chabrek, Sam						
UNITED STATES	107724.0015	NEW	7/3/2002	29/163,476	9/2/2003	D479,341
<b>INTERLOCKING STRUCTURAL BLOCK AND METHOD OF MANUFACTURE</b>						
Inventors: Karau, William						
UNITED STATES	107724.0027	NEW	4/8/2008	12/099,449		
<b>MATERIAL DOSING AND MOLD FILLING APPARATUS AND METHOD OF OPERATION</b>						
Inventors: Flynn, Christopher T.; Nix, Wyndon K.; Mitchell, Edward C.; Gwynn, Andrew J.; Karau, William						
UNITED STATES	107724.0035	NEW	5/22/2008	12/125,667		
<b>BLOCK BLANKET EROSION CONTROL SYSTEM</b>						
Inventors: Pettee, Gary K., Jr.						
UNITED STATES	107724.00037	NEW	2/7/1996	08/597,924	7/7/1998	5,775,838
<b>REVETMENT SYSTEM</b>						
Inventors: Pettee, Gary K., Jr.						
UNITED STATES	107724.00038	NEW	6/26/1998	09/105,917	6/27/2000	6,079,902

### **Patent Licenses**

1. Intellectual Property License Agreement between Hydropave L.P. and Pavestone Company, L.P., dated February 20, 1998
2. Patent Security Agreement and License between Hydro-Turf and Pavestone, dated February 13, 1998.
3. UNI Paving Stones License Agreement between F. Von Langsdorff Licensing Limited and Pavestone Company, L.P., dated as of January 1, 2001.
4. Supplement to UNI Paving Stones License Agreement for Pavestone Company, between F. Von Langsdorff Licensing Limited and Pavestone Company, dated October 1, 2007.
5. CornerStone, StoneLedge, FrogStone & Garden WallScape License Agreement between CornerStone Wall Solutions, Inc. and Pavestone Company, dated September 13, 2006.
6. Patent Security Agreement and License between Hydro-Turf and Pavestone dated February 13, 1998.

## EXHIBIT C

### List of Trademarks and Trademark Licenses

#### **Trademark Registrations**

<b>COUNTRY</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>
<b>ANCIENT EDGE</b>					
UNITED STATES	107724.0009	4/18/2006	76/658,672		
<b>BELLACOBBLE</b>					
UNITED STATES	107724.0025	12/22/2003	78/344,451		
UNITED STATES	107724.0025.REF	12/7/2007	77/347,110	2/24/2009	3,578,703
<b>BEDROCK FREIGHT BROKERAGE</b>					
UNITED STATES		09/03/2003	78/295,255	09/20/2005	2,996,996
<b>COLONY COBBLE</b>					
UNITED STATES	107724.0012.000	4/18/2006	76/658,674	11/10/2009	3,708,994
<b>CONLOCK</b>					
UNITED STATES	107724.0030	6/28/1999	75/738,699	11/21/2000	2,405,651
<b>CONLOCK I</b>					
UNITED STATES	107724.0031	6/28/1999	75/738,676	11/21/2000	2,405,650
<b>CONLOCK II</b>					
UNITED STATES	107724.0032	6/28/1999	75/738,675	11/21/2000	2,405,649
<b>ENVIROSTONE</b>					
UNITED STATES	107724.0020				
<b>HYDROPAVE</b>					
UNITED STATES	107724.0029	6/28/1999	75/738,678	4/11/2000	2,341,363
<b>HYDROPAVE (STYLIZED)</b>					
UNITED STATES	107724.0028	6/28/1999	75/738,679	4/11/2000	2,341,364
<b>NATIONWIDE SERVICE BEDROCK FREIGHT BROKERAGE, LP</b>					
UNITED STATES		09/03/2003	78/295,289	10/17/2006	3,156,010
<b>PAVESTONE</b>					
CANADA	107724.0010				
UNITED KINGDOM	107724.0014				
UNITED STATES	107724.0011	7/26/1982	73/376,825	1/31/1984	1,265,735
U.S. (STATE OF TEXAS)				12/05/2002	40,581
<b>NATIONWIDE SERVICE BEDROCK FREIGHT BROKERAGE, LP</b>					
<b>PERMA STONE</b>					
UNITED STATES	107724.0018				

<b>COUNTRY</b>	<b>REFERENCE#</b>	<b>FILED</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>
<b>PORTICO</b>					
UNITED STATES	107724.0024	12/22/2003	78/344,458		
UNITED STATES	107724.0024.REF	12/7/2007	77/347,027	12/15/2009	3,724,209
<b>TUMBLEEDGE</b>					
UNITED STATES	107724.0026	4/18/2006	76/658,673		
UNITED STATES	107724.0026.REF	12/7/2007	77/347,060	12/15/2009	3,724,210
<b>VENEERSTONE</b>					
UNITED STATES	107724.0017	3/2/2006	78/827,806		
UNITED STATES	107724.0017.REF	10/24/2008	77/600,178		
<b>VENEERSTONE (STYLIZED)</b>					
UNITED STATES	107724.0016	3/26/2006	78/846,343		
UNITED STATES	107724.0016.REF	11/6/2008	77/609,103		
<b>VENETIAN STONE</b>					
UNITED STATES	107724.0023	4/18/2006	76/658,656		
UNITED STATES	107724.0023.REF	12/7/2007	77/347,164		
UNITED STATES	107724.0023.001	9/15/2009	77/827,139		
<b>VILLA STONE</b>					
UNITED STATES	107724.0019				
<b>VINTAGE STONE</b>					
UNITED STATES	107724.0013	4/18/2006	76/658,664	3/3/2009	3,583,715
<b>BEDROCK FREIGHT BROKERAGE</b>					
UNITED STATES	107724.0040	9/3/2003	78/295,255	9/20/2005	2,996,996
<b>NATIONWIDE SERVICE BEDROCK FREIGHT BROKERAGE, LP</b>					
UNITED STATES	107724.0039	9/3/2003	78/295,289	10/17/2006	3,156,010

### **Trademark Licenses**

1. CornerStone, StoneLedge, FrogStone & Garden WallScape License Agreement between CornerStone Wall Solutions, Inc. and Pavestone Company, dated September 13, 2006.
2. Pinless Block System Standard License Agreement between Anchor Wall Systems, Inc. and Pavestone Company, dated January 1, 2010.
3. UNI Paving Stones License Agreement between F. Von Langsdorff Licensing Limited and Pavestone Company, L.P., dated as of January 1, 2001.
4. Supplement to UNI Paving Stones License Agreement for Pavestone Company, between F. Von Langsdorff Licensing Limited and Pavestone Company, dated October 1, 2007.



5. Crayola License Agreement, as amended, by and between Crayola Properties, Inc. and Pavestone Company, L.P., dated as of May 18, 2007, now assigned to N2M Group, LLC.