

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
Winn Materials, LLC		04/07/2010	LIMITED LIABILITY COMPANY: TENNESSEE
Winn Marine, LLC		04/07/2010	LIMITED LIABILITY COMPANY: TENNESSEE
McAsphalt, LLC		04/07/2010	LIMITED LIABILITY COMPANY: TENNESSEE
McIntosh Construction Company, LLC		04/07/2010	LIMITED LIABILITY COMPANY: TENNESSEE
Southern Aggregates, LLC		04/07/2010	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3711442	VANTACORE PARTNERS LP

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

900164808

**TRADEMARK
 REEL: 004225 FRAME: 0909**

CH \$40.00 3711442

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	417255
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/16/2010

Total Attachments: 10

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- source=6-16-10 Winn Materials-TM#page2.tif
- source=6-16-10 Winn Materials-TM#page3.tif
- source=6-16-10 Winn Materials-TM#page4.tif
- source=6-16-10 Winn Materials-TM#page5.tif
- source=6-16-10 Winn Materials-TM#page6.tif
- source=6-16-10 Winn Materials-TM#page7.tif
- source=6-16-10 Winn Materials-TM#page8.tif
- source=6-16-10 Winn Materials-TM#page9.tif
- source=6-16-10 Winn Materials-TM#page10.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WINN MATERIALS, LLC
 WINN MARINE, LLC
 McASPHALT, LLC
 McINTOSH CONSTRUCTION COMPANY, LLC
 SOUTHERN AGGREGATES, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other TN

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal _____

Address: COMMERCIAL LOAN SERVICE CENTER/DCC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: _____ Zip: 15219

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship IL
 Other NA Citizenship PA

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 04/07/2010

Assignment Merger
 Security Agreement Change of Name
 Other _____

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) _____
 SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 417255

6. Total number of applications and registrations involved:

1

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


Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature _____ Date 06/16/2010

Name of Person Signing LUIS RODRIGUEZ

Total number of pages including cover sheet, attachments, and document: 10

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 7th day of April, 2010 by VANTACORE PARTNERS LP ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders ("Agent").

WITNESSETH

WHEREAS, Winn Materials, LLC ("Materials"), Winn Marine, LLC ("Marine"), McAsphalt, LLC ("McAsphalt"), McIntosh Construction Company, LLC ("McIntosh") and Southern Aggregates, LLC ("Southern Aggregates") and together with Materials, Marine, McAsphalt, McIntosh and each Person joined as borrower to the Loan Agreement from time to time, the "Borrowers", have entered into that certain Revolving Credit and Security Agreement dated the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, 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 and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), 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 Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Termination. Upon the payment in full of the Obligations and the termination of the Loan Agreement, the Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Patents under this Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signatures to appear on following page]

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

VANTACORE PARTNERS LP

By: VantaCore LLC, its general partner

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Keith Moultrie*
Name: *Keith Moultrie*
Title: *Vice President*

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

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

VantaCore Partners LP

By: VantaCore LLC, its general partner

By:  _____

Colin Oerton

Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name:

Title:

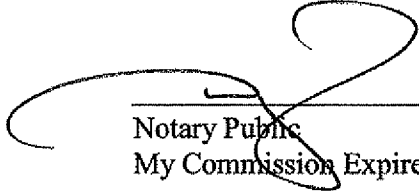
[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

TRADEMARK
REEL: 004225 FRAME: 0915

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this 29th of March, 2010, before me personally appeared Colin Oerton, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of VantaCore LLC, a Delaware limited liability company, acting in its capacity as general partner of VantaCore Partners LP, a Delaware limited partnership, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires: 7/21/2012

DEBRA DIAZ
Notary Public - State of New York
No. 01DI6190310
Qualified in Kings County
My Commission Expires July 21, 2012

(ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

**TRADEMARK
REEL: 004225 FRAME: 0916**

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration No.
VANTACORE PARTNERS LP	3,711,442

PATENT REGISTRATIONS

None.

POWER OF ATTORNEY

VANTACORE PARTNERS LP, a Delaware limited partnership (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor and certain affiliates of Grantor, dated as of April 8, 2010 (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of April 8, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

VantaCore Partners LP

By: VantaCore LLC, its general partner

By: _____


Colin Oerton

Chief Executive Officer

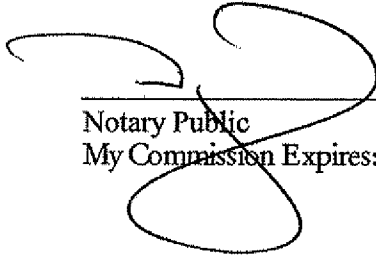
[SIGNATURE PAGE TO POWER OF ATTORNEY]

TRADEMARK
REEL: 004225 FRAME: 0919

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *New York* :

On this 29th of March, 2010, before me personally appeared Colin Oerton, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of VantaCore LLC, a Delaware limited liability company, acting in its capacity as general partner of VantaCore LP, a Delaware limited partnership, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires: *7/21/2012*

DEBRA DIAZ
Notary Public - State of New York
No. 01D16190310
Qualified in Kings County
My Commission Expires July 21, 2012

**(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)**