

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
Thomas Concrete Industries, Inc.		05/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nordea Bank Finland Plc		
Street Address:	437 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Banking Corporation: FINLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3575976	THE CONCRETE SPECIALISTS	
Registration Number:	3575977	THE CONCRETE SPECIALISTS	
Serial Number:	85002857	FIBERTRON	
Serial Number:	85002838	THOMAGREEN	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	61825-000001		
NAME OF SUBMITTER:	Patrick J. Jennings		

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**TRADEMARK
 REEL: 004257 FRAME: 0938**

Signature:	/Pat Jennings/
Date:	08/10/2010
Total Attachments: 4 source=Trademark Security Agreement TCII May 2010#page1.tif source=Trademark Security Agreement TCII May 2010#page2.tif source=Trademark Security Agreement TCII May 2010#page3.tif source=Trademark Security Agreement TCII May 2010#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), made as of this 1 day of May, 2010 by Thomas Concrete Industries, Inc., a Delaware corporation ("Grantor") in favor of Nordea Bank Finland Plc, acting through its New York Branch and/or its Grand Cayman Branch in its discretion, both branches of Nordea Bank Finland Plc, a Helsinki, Finland banking corporation (together with its successors and assigns, "Grantee");

WITNESSETH

WHEREAS, Grantor and Grantee have entered into (i) that certain Reimbursement Agreement for Commercial and Standby Letters of Credit, dated as of November 22, 2005 (as amended or otherwise modified from time to time, the "L/C Agreement"); and (ii) that certain Subsidiary Guarantee, dated as of November 22, 2005 (the "Subsidiary Guarantee"), pursuant to which Grantor is guaranteeing certain obligations of the Grantor's parent, Thomas Concrete Group AB ("Parent") under (w) that certain Uncommitted Line of Credit Facility Agreement, dated as of November 22, 2005 between Parent and Grantee, (x) that certain Term Loan Agreement, dated as of November 22, 2005 between Parent and Grantee, (y) that certain Term Loan Agreement, dated as of August 22, 2008, and (z) that certain Term Loan Agreement, dated as of October 16, 2009;

WHEREAS, pursuant to the L/C Agreement and the Subsidiary Guarantee, Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor and Parent; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of November 22, 2005, among Grantor, certain of its Subsidiaries and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee 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 (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the L/C Agreement and Subsidiary Guarantee;

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 L/C Agreement, the Subsidiary Guarantee and Security Agreement. The L/C Agreement, the Subsidiary Guarantee and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to

as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

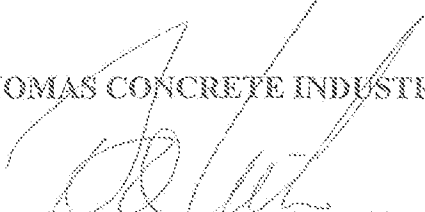
(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(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 (b) injury to the goodwill associated with any Trademark.

[SIGNATURE PAGE FOLLOWS]

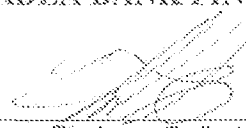
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THOMAS CONCRETE INDUSTRIES, INC.

By: 
Name: Bo Nilsson
Title: Treasurer

Agreed and Accepted
As of the Date First Written Above

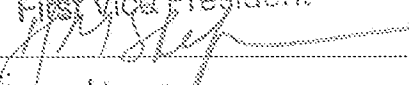
NORDEA BANK FINLAND PLC -- NEW YORK BRANCH

By: 
Name: Christer Svårdh
Title: First Vice President

By: 
Name: Henrik M. Steffensen
Title: Senior Vice President

NORDEA BANK FINLAND PLC -- GRAND CAYMAN BRANCH

By: 
Name:
Title: Christer Svårdh
First Vice President

By: 
Name: Henrik M. Steffensen
Title: Senior Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
THE CONCRETE SPECIALISTS	3,575,976	02/17/2009
THE CONCRETE SPECIALISTS	3,575,977	02/17/2009
THE CONCRETE SPECIALISTS	1,673,117 (Supplemental Register)	01/21/1992
THE CONCRETE SPECIALISTS	1,697,220 (Supplemental Register)	06/23/1992
THOMAS	2,598,009	07/23/2002

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
FIBERTRON	85/002,857	03/31/2010
THOMAGREEN	85/002,838	03/31/2010