

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Concrete, Inc.		08/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	150 Fourth Avenue North, 2nd Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85119125	ARIDUS	
Registration Number:	3455590	CON-STRUCT-LITE	
Registration Number:	3415322	EF TECHNOLOGY	
Registration Number:	3415323	EF TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	menakaplan@paulweiss.com, aashville@paulweiss.com		
Correspondent Name:	Menachem Kaplan		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19350-001		
NAME OF SUBMITTER:	Menachem Kaplan		
Signature:	/Menachem Kaplan/		

CH \$115.00 85119125

Date:

09/02/2010

Total Attachments: 11

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of August 31, 2010, is entered into by U.S. CONCRETE, INC., a Delaware corporation ("**Grantor**"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as trustee and noteholder collateral agent (the "**Noteholder Collateral Agent**") for the Secured Parties.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Pledge and Security Agreement dated as of the date hereof among Grantor and the Noteholder Collateral Agent (as such agreement may be amended, restated, supplemented or modified from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, Grantor is required to grant a security interest to the Noteholder Collateral Agent, for the benefit of the Secured Parties, in all of Grantor's trademarks, 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, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks and trademark applications listed on Schedule 1 hereto (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, Grantor and the Noteholder Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby pledges, collaterally assigns and grants to the Noteholder Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, 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 the Noteholder Collateral Agent under the Security Agreement and is subject to the terms and conditions of the Intercreditor Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are further set forth in the Security Agreement. 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. Termination of Security Interest.

The security interest created hereby shall terminate in accordance with the terms and conditions set forth in the Security Agreement.

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 Security Agreement. Notwithstanding the foregoing, the Noteholder Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which 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 NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Noteholder Collateral Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Noteholder Collateral Agent given in accordance with the Security 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

U.S. CONCRETE, INC., a Delaware corporation

By: _____

Name:

Title:

STATE OF _____)

) ss:

COUNTY OF _____)

On August __, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared _____, 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 _____, on behalf of U.S. Concrete, Inc., a Delaware corporation, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its bylaws and/or the resolutions of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Notary Public

My Commission Expires:

[Signature Page to Trademark Security Agreement]

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**U.S. BANK NATIONAL ASSOCIATION, as
Noteholder Collateral Agent**

By: _____
Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

On August __, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared _____, 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 _____ on behalf of U.S. Bank National Association, a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Notary Public

My Commission Expires:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantors and the Trustee have executed this Security Agreement as of the date first above written.

GRANTORS:

U.S. CONCRETE, INC.

By: 

Name: Michael W. Harlan

Title: Chief Executive Officer and President

ALBERTA INVESTMENTS, INC.

ALLIANCE HAULERS, INC.

ATLAS REDI-MIX, LLC

ATLAS-TUCK CONCRETE, INC.

BEALL CONCRETE ENTERPRISES, LLC

BEALL INDUSTRIES, INC.

BEALL INVESTMENT CORPORATION, INC.

BEALL MANAGEMENT, INC.

HAMBURG QUARRY LIMITED LIABILITY
COMPANY

REDI-MIX CONCRETE, L.P.

REDI-MIX GP, LLC

REDI-MIX, LLC

By: 

Name: Michael W. Harlan

Title: President

KURTZ GRAVEL COMPANY

SUPERIOR HOLDINGS, INC.

TITAN CONCRETE INDUSTRIES, INC.

USC ATLANTIC, INC.

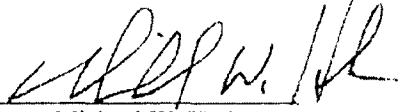
USC MICHIGAN, INC.

By: 

Name: Michael W. Harlan

Title: Vice President and Secretary

EASTERN CONCRETE MATERIALS, INC.

By: 
Name: Michael W. Harlan
Title: President and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004271 FRAME: 0276

AMERICAN CONCRETE PRODUCTS, INC.
BRECKENRIDGE READY MIX, INC.
BUILDERS' REDI-MIX, LLC
BWB, INC. OF MICHIGAN
CENTRAL CONCRETE SUPPLY CO., INC.
CENTRAL PRECAST CONCRETE, INC.
INGRAM CONCRETE, L.L.C
MG, LLC
SAN DIEGO PRECAST CONCRETE, INC.
SMITH PRE-CAST, INC.
SIERRA PRECAST, INC.
SUPERIOR CONCRETE MATERIALS, INC.
U.S. CONCRETE ON-SITE, INC.
USC MANAGEMENT CO., LLC
USC PAYROLL, INC.
USC TECHNOLOGIES, INC.


By:



Name: Curt M. Lindeman
Title: Vice President and Secretary

LOCAL CONCRETE SUPPLY & EQUIPMENT,
LLC
MASTER MIX CONCRETE, LLC
MASTER MIX, LLC
NYC CONCRETE MATERIALS, LLC
PEBBLE LANE ASSOCIATES, L.L.C

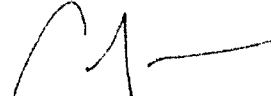
By:



Name: Curt M. Lindeman
Title: President and Secretary

CONCRETE ACQUISITION III, LLC
CONCRETE ACQUISITION IV, LLC
CONCRETE ACQUISITION V, LLC
CONCRETE ACQUISITION VI, LLC
CONCRETE XXXIII ACQUISITION, INC.
CONCRETE XXXIV ACQUISITION, INC.
CONCRETE XXXV ACQUISITION, INC.
CONCRETE XXXVI ACQUISITION, INC.

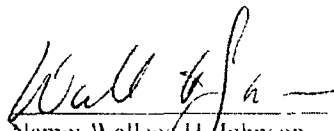
By:



Name: Curt M. Lindeman
Title: President

RIVERSIDE MATERIALS, LLC

By

A handwritten signature in cursive script, appearing to read "Wallace H. Johnson", written over a horizontal line.

Name: Wallace H. Johnson

Title: President and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
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U.S. BANK NATIONAL ASSOCIATION,
as Noteholder Collateral Agent

By: Wally Jones
Name: WALLY JONES
Title: VICE PRESIDENT

SCHEDULE 1

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
U.S. Concrete, Inc.	CON-STRUCT-LITE	6/24/2008	3455590
U.S. Concrete, Inc.	EF TECHNOLOGY	4/22/2008	3415322
U.S. Concrete, Inc.	EF TECHNOLOGY and design	4/22/2008	3415323

TRADEMARK APPLICATIONS

Trademark Applications:

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
U.S. Concrete, Inc.	ARIDUS	8/30/2010	85/119,125