

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
American Infrastructure, Inc.		07/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1600 Market Street		
Internal Address:	Corporate Banking		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3604853	INDEPENDENCE CONSTRUCTION MATERIALS	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jknox@reedsmith.com, mkliniewski@reedsmith.com		
Correspondent Name:	Jennifer P. Knox, Esq., Reed Smith LLP		
Address Line 1:	1650 Market Street		
Address Line 2:	2500 One Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	200453.60062		
NAME OF SUBMITTER:	Jennifer P. Knox		
Signature:	/Jennifer P. Knox, Esquire/		
Date:	08/01/2011		

OP \$40.00 3604853

Total Attachments: 6

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07/29/2011
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NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Infrastructure, Inc.		07/29/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1600 Market Street
Internal Address:	Corporate Banking
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3604853	INDEPENDENCE CONSTRUCTION MATERIALS

CORRESPONDENCE DATA

Fax Number: (215)851-1420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jknox@reedsmith.com, mcliniewski@reedsmith.com
 Correspondent Name: Jennifer P. Knox, Esq., Reed Smith LLP
 Address Line 1: 1650 Market Street
 Address Line 2: 2500 One Liberty Place
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	200453.60062
NAME OF SUBMITTER:	Jennifer P. Knox
Signature:	/Jennifer P. Knox, Esquire/
Date:	07/29/2011

OP \$40.00 3604853

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, AMERICAN INFRASTRUCTURE, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of July 29, 2011 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the Guarantors party thereto and the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements and bank product service agreements (collectively, the “**Lender Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Agreements is entered into; and

WHEREAS, pursuant to the terms of a Patent, Trademark and Copyright Security Agreement dated as of July 29, 2011 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other pledgors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Patent, Trademark and Copyright Security Agreement, Grantor hereby grants to Secured Party for the benefit of the Lenders and the Lender Counterparties a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trade names, trademark applications, and trademarks (collectively, the “**Trademarks**”) (including, without limitation, the trademarks set forth on Schedule A annexed hereto), including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extension, and the goodwill of the business in which any of the trademarks relate; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted, a security interest in or lien on any of the Excluded Property (as defined in the Security Agreement).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of July, 2011.

AMERICAN INFRASTRUCTURE, INC.

By: *Denis P. Moore*

Name: Denis P. Moore

Title: Vice President and CFO

Signature Page to
Grant of Trademark Security Interest

TRADEMARK
REEL: 004594 FRAME: 0699

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
American Infrastructure, Inc.	Independence Construction Materials & Design	3,604,853	4/14/09

119078.01001/12116367v.1

US_ACTIVE-106816153

RECORDED: 08/01/2011

**TRADEMARK
REEL: 004594 FRAME: 0700**