

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
Victor Oolitic Stone Company		02/03/2012	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A., as Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3171013	VANDERBILT CLASSIC	
Registration Number:	3131474	LIMESTONE CLASSIC SERIES	
Registration Number:	3132889	THE CLASSIC COMPLEMENT TO BRICK	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1980648		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 3171013

Signature:	/richard kalwa/
Date:	02/08/2012
Total Attachments: 4 source=3133199#page1.tif source=3133199#page2.tif source=3133199#page3.tif source=3133199#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 3rd day of February, 2012, VICTOR OOLITIC STONE COMPANY, an Indiana corporation (“*Debtor*”) with its mailing address at c/o Resilience Partners, LLC, 25101 Chagrin Boulevard, Suite 350, Cleveland, Ohio 44122, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO HARRIS BANK, N.A., a national association (“*BMO Harris*”), with its mailing address at 111 W. Monroe, Chicago, Illinois 60603, acting as administrative agent hereunder for the Lenders as defined in the Security Agreements referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Lenders a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Obligations of Debtor as set out in the Security Agreement dated as of November 25, 2009, between Debtor and Agent, and the Security Agreement dated as of November 15, 2010, between Debtor, as successor by merger to Indiana Limestone Company, Inc., and Agent, in each case as the same may be amended, modified, or restated from time to time (collectively, the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VICTOR OOLITIC STONE COMPANY

By 
Name VICTOR OOLITIC STONE
Title PRESIDENT

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK, N.A., as Agent

By _____
Name _____
Title _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

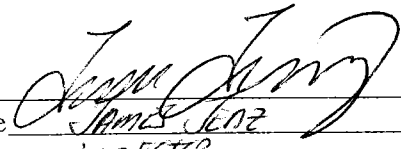
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VICTOR OOLITIC STONE COMPANY

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK, N.A., as Agent

By  _____
Name JAMES JENZ
Title DIRECTOR

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
“Vanderbilt” For limestone products name, residential building veneers and stones for use in paving, patio and pool areas in class 19	3,171,013	11/14/06
“Limestone Classic Series” For limestone products name, residential building veneers and stones for use in paving, patio and pool areas in class 19	3,131,474	8/15/06
“The Classic Complement to Brick” For limestone products name, residential building veneers and stones for use in paving, patio and pool areas in class 19	3,132,889	8/22/06