

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																																								
CONVEYING PARTY DATA																																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>MEADOW VALLEY CORPORATION</td> <td></td> <td>06/27/2013</td> <td>CORPORATION: NEVADA</td> </tr> <tr> <td>MEADOW VALLEY CONTRACTORS, INC.</td> <td></td> <td>06/27/2013</td> <td>CORPORATION: NEVADA</td> </tr> <tr> <td>MEADOW VALLEY TRUCKING, INC.</td> <td></td> <td>06/27/2013</td> <td>CORPORATION: NEVADA</td> </tr> <tr> <td>AMERICAN CIVIL CONSTRUCTORS, INC.</td> <td></td> <td>06/27/2013</td> <td>CORPORATION: COLORADO</td> </tr> <tr> <td>AMERICAN CIVIL CONSTRUCTORS WEST COAST, INC.</td> <td></td> <td>06/27/2013</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>AMERICAN CIVIL CONSTRUCTORS HOLDINGS, INC.</td> <td></td> <td>06/27/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>MV/ACC HOLDINGS LLC</td> <td></td> <td>06/27/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>MEADOW VALLEY SOLUTIONS LLC</td> <td></td> <td>06/27/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>MEADOW VALLEY PARENT CORP.</td> <td></td> <td>06/27/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	MEADOW VALLEY CORPORATION		06/27/2013	CORPORATION: NEVADA	MEADOW VALLEY CONTRACTORS, INC.		06/27/2013	CORPORATION: NEVADA	MEADOW VALLEY TRUCKING, INC.		06/27/2013	CORPORATION: NEVADA	AMERICAN CIVIL CONSTRUCTORS, INC.		06/27/2013	CORPORATION: COLORADO	AMERICAN CIVIL CONSTRUCTORS WEST COAST, INC.		06/27/2013	CORPORATION: CALIFORNIA	AMERICAN CIVIL CONSTRUCTORS HOLDINGS, INC.		06/27/2013	CORPORATION: DELAWARE	MV/ACC HOLDINGS LLC		06/27/2013	LIMITED LIABILITY COMPANY: DELAWARE	MEADOW VALLEY SOLUTIONS LLC		06/27/2013	LIMITED LIABILITY COMPANY: DELAWARE	MEADOW VALLEY PARENT CORP.		06/27/2013	CORPORATION: DELAWARE	
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RECEIVING PARTY DATA																																									
Name:	LBC CREDIT PARTNERS II, L.P., as Agent																																								
Street Address:	Cira Centre, 2929 Arch St.																																								
Internal Address:	Suite 1550																																								
City:	Philadelphia																																								
State/Country:	PENNSYLVANIA																																								
Postal Code:	19104																																								
Entity Type:	LIMITED PARTNERSHIP: DELAWARE																																								
PROPERTY NUMBERS Total: 3																																									
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OP \$90.00 2699627

Property Type	Number	Word Mark
Registration Number:	2699627	ACC AMERICAN CIVIL CONSTRUCTORS
Registration Number:	2651630	ACC
Registration Number:	2647529	AMERICAN CIVIL CONSTRUCTORS

CORRESPONDENCE DATA

Fax Number: 3123322196

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.863.7266

Email: justin.debruyne@goldbergkohn.com

Correspondent Name: Justin DeBruyne

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.026
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NAME OF SUBMITTER:	Justin DeBruyne
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Signature:	/justin debruyne/
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Date:	06/28/2013
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Total Attachments: 12

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of June 27, 2013, among MEADOW VALLEY CORPORATION, a Nevada corporation, ("MVCO"), MEADOW VALLEY CONTRACTORS, INC., a Nevada corporation ("MVCI"), MEADOW VALLEY TRUCKING, INC., a Nevada corporation ("MVTI"), AMERICAN CIVIL CONSTRUCTORS, INC., a Colorado corporation ("ACC"), AMERICAN CIVIL CONSTRUCTORS WEST COAST, INC., a California corporation ("ACCWC"), AMERICAN CIVIL CONSTRUCTORS HOLDINGS, INC., a Delaware corporation ("ACCH", and together with MVCO, MVCI, MVTI, ACC and ACCWC and including any of their respective successors or permitted assignees, each a "Borrower" and collectively the "Borrowers"), MV/ACC HOLDINGS LLC, a Delaware limited liability company ("New MV/ACC Holdco"), MEADOW VALLEY SOLUTIONS LLC, a Delaware limited liability company ("MVS"), and MEADOW VALLEY PARENT CORP., a Delaware corporation ("Parent"; and together with New MV/ACC Holdco, MVS and Borrowers, and including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of LBC CREDIT PARTNERS II, L.P., as a Lender and as agent for the Lenders (in such capacity, "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Term Loan and Security Agreement, dated as of the date hereof, by and among the Borrowers, each other Loan Party (including, without limitation, New MV/ACC Holdco, MVS and Parent) signatory thereto, each of the financial institutions from time to time party thereto (individually each a "Lender" and collectively, the "Lenders") and Agent (as it may be amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain credit facilities available to the Borrowers; and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to make the credit facilities available to the Borrowers under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the credit facilities available to the Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Grantors' Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a Lien on and continuing security interest in all of the right, title and interest of such Grantor in and to any

and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "IP Collateral");

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and all goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Security for Obligations. The grant of a Lien on and security interest in the IP Collateral under the Original IP Security Agreement (as defined below) by each of MVCO and MVCI secured all of the "Obligations" under the Original Loan Agreement. The pledge of, and the grant of a Lien on and security interest in, the IP Collateral hereunder secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Obligations.

3. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

4. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request, execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

5. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto), but after providing notice to the Borrowers, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, neither Agent nor Lender shall undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments

necessary or desirable for Agent in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent in its Permitted Discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than Unasserted Obligations) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than Unasserted Obligations) secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

8. Amendment and Restatement. Reference is made to that certain Initial Property Security Agreement dated as of February 2, 2009 (the "Original IP Security Agreement") by MVCO, MVCI, Apex Testing Corp., a Nevada corporation that was subsequently dissolved, and the other grantors party thereto in favor of Agent. This Agreement constitutes an amendment and restatement of the Original IP Security Agreement. Each of MVCO and MVCI hereby affirms the validity and enforceability of the security interests, obligations and liabilities granted or arising under the Original IP Security Agreement, which security interests, obligations and liabilities remain continuous and shall be governed by the terms of this IP Security Agreement from and following the date hereof. The execution and delivery of this IP Security Agreement shall not constitute a novation or repayment of the obligations under the Original IP Security Agreement, as

modified herein.

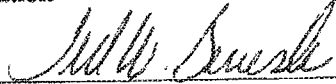
9. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

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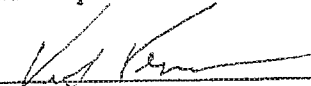
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

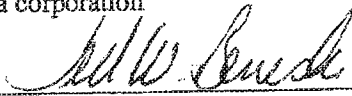
MEADOW VALLEY CORPORATION, a Nevada corporation

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

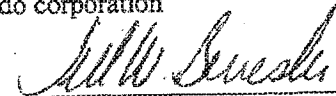
MEADOW VALLEY CONTRACTORS, INC., a Nevada corporation

By: 
Name: Victor L. Vescovo
Title: Managing Director

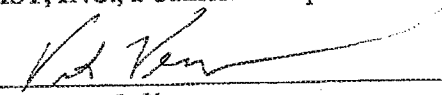
MEADOW VALLEY TRUCKING, INC., a Nevada corporation

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

AMERICAN CIVIL CONSTRUCTORS, INC., a Colorado corporation

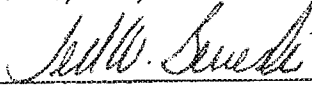
By: 
Name: Ted W. Beneski
Title: Chairman of the Board

AMERICAN CIVIL CONSTRUCTORS WEST COAST, INC., a California corporation

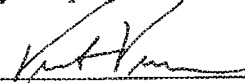
By: 
Name: Victor L. Vescovo
Title: Chairman of the Board

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (OPCO LOAN)]

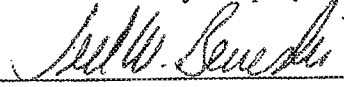
AMERICAN CIVIL CONSTRUCTORS
HOLDINGS, INC., a Delaware corporation

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

MV/ACC HOLDINGS LLC, a Delaware limited
liability company

By: 
Name: Victor L. Vescovo
Title: Managing Director

MEADOW VALLEY SOLUTIONS LLC, a
Delaware limited liability company

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

MEADOW VALLEY PARENT CORP., a
Delaware corporation

By: 
Name: Victor L. Vescovo
Title: Managing Director AND TREASURER

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (OPCO LOAN)]

AGENT:

LBC CREDIT PARTNERS II, L.P., as Agent

By: 

Name: David E. Fraimow

Title: Vice President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (OPCO LOAN)]

TRADEMARK
REEL: 005058 FRAME: 0800

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B
PATENT COLLATERAL

Registered Patents

None.

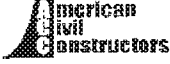
Pending Patent Applications

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Owner	Country	Serial/Registration No. and Date
	American Civil Constructors Holdings, Inc.	United States	2,699,627 03/25/2003
ACC	American Civil Constructors Holdings, Inc.	United States	2,651,630 11/19/2002
AMERICAN CIVIL CONSTRUCTORS	American Civil Constructors Holdings, Inc.	United States	2,647,529 11/5/2002

Pending Trademark Applications

None.

Tradenames (Company Logos)

1. Apex Testing Corp. Geotechnical, Environmental, Materials Testing and Design
2. Meadow Valley Contractors, Inc. and Design with black borders
3. Meadow Valley Contractors, Inc. and Design with white borders
4. Meadow Valley Corporation and Design
5. RMlreadymix and Design
6. Readymixinc. and Design
7. Mt. Nebo Sand and Gravel

Schedule C to IP Security Agreement

SCHEDULE D

DOMAIN NAMES

meadowvalley.com

apextesting.corp

accbuilt.com