

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Continental Building Products LLC		08/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as First Lien Administrative Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2759774	CLASSIC COAT
Registration Number:	2505424	FIRE WATERCHECK
Registration Number:	2254925	FIRECHECK
Registration Number:	2945324	L5
Registration Number:	2825850	L5
Registration Number:	4126855	LIFTLITE
Registration Number:	3353487	MOLD DEFENSE
Registration Number:	2701067	PROTECTA
Registration Number:	3448360	RAPID COAT
Registration Number:	3547893	RAPID COAT LOW DUST
Registration Number:	2823645	RAPID DECO
Registration Number:	2489194	RAPID JOINT
Registration Number:	2309014	SAGCHECK
Registration Number:	2220303	WATERCHECK

**TRADEMARK**

OP \$465.00 2759774

Registration Number:	3741034	WEATHER DEFENSE
Registration Number:	3831431	W DFZ
Registration Number:	3831442	M DFZ
Serial Number:	86000722	CONTINENTAL

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38935
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/01/2013

Total Attachments: 8  
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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “First Lien Trademark Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Credit Suisse AG, as first lien administrative agent (together with its successors in such capacity, the “First Lien Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, LSF8 Gypsum Holdings Company, LLC, a Delaware limited liability company (including its permitted successors, “Holdings”), Continental Building Products LLC, a Delaware limited liability company (including its permitted successors, the “Borrower”) and Continental Building Products Canada Inc., a Canadian federal corporation (including its permitted successors, the “Canadian Borrower” and together with the Borrower, the “Borrowers”), have entered into a First Lien Credit Agreement, dated as of August 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “First Lien Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks and the First Lien Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the First Lien Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers under the First Lien Credit Agreement that the Grantor shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of August 30, 2013, in favor of the First Lien Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “First Lien Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, the Grantor has granted to the First Lien Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including certain of its Trademarks and has agreed as a condition thereof to execute this First Lien Trademark Security Agreement with respect to certain of its Trademarks in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the First Lien Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. The Grantor hereby grants to the First Lien Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the

“Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) all Trademark Licenses (as defined in the First Lien Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1; and

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the First Lien Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this First Lien Trademark Security Agreement, none of the Excluded Assets (as defined in the First Lien Credit Agreement) shall constitute Trademark Collateral.

SECTION 3 Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this First Lien Trademark Security Agreement.

SECTION 4 Execution in Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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 agreement.

SECTION 5 GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

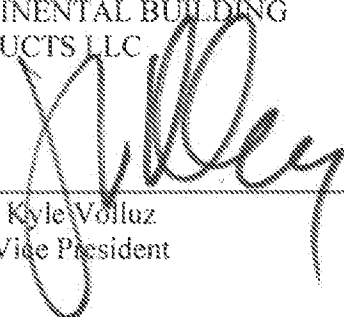
SECTION 6 Conflict Provision. This First Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement and the First Lien Credit Agreement. The rights and

remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the First Lien Guarantee and Collateral Agreement and the First Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Lien Trademark Security Agreement are in conflict with the First Lien Guarantee and Collateral Agreement or the First Lien Credit Agreement, the provisions of the First Lien Guarantee and Collateral Agreement or the First Lien Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the First Lien Administrative Agent, for the benefit of the Secured Parties pursuant to this First Lien Trademark Security Agreement and the exercise of any right or remedy by the First Lien Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Second Lien Obligations (as defined in the Intercreditor Agreement) are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this First Lien Trademark Security Agreement with respect to the Collateral and Liens securing any Second Lien Obligations, the provisions of the Intercreditor Agreement shall prevail.

IN WITNESS WHEREOF, each of the undersigned has caused this First Lien Trademark Security Agreement to be duly executed and delivered as of the date first above written.

CONTINENTAL BUILDING  
PRODUCTS LLC

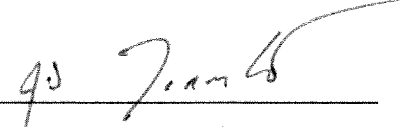
By:   
Name: Kyle Volluz  
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005121 FRAME: 0022**



CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,

as First Lien Administrative Agent




By:   
Name: JOHN D. TORONTO  
Title: AUTHORIZED SIGNATORY

By:   
Name: MICHAEL SPAIGHT  
Title: AUTHORIZED SIGNATORY

## TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Registered Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Expiration Date (if applicable)</b>
Continental Building Products LLC	Classic Coat	2759774	9/2/2003	N/A
Continental Building Products LLC	Fire WaterCheck	2505424	11/6/2001	N/A
Continental Building Products LLC	Firecheck	2254925	6/22/1999	N/A
Continental Building Products LLC	L5  	2945324	4/26/2005	N/A
Continental Building Products LLC	L5	2825850	3/23/2004	N/A
Continental Building Products LLC	LiftLite	4126855	4/10/2012	N/A
Continental Building Products LLC	Mold Defense	3353487	12/11/2007	N/A
Continental Building Products LLC	Protecta	2701067	3/25/2003	N/A
Continental Building Products LLC	Rapid Coat	3448360	6/17/2008	N/A
Continental Building Products LLC	Rapid Coat Low Dust	3547893	12/16/2008	N/A



Continental Building Products LLC	Rapid Deco	2823645	3/16/2004	N/A
Continental Building Products LLC	Rapid Joint	2489194	9/11/2001	N/A
Continental Building Products LLC	SagCheck	2309014	1/18/2000	N/A
Continental Building Products LLC	WaterCheck	2220303	1/26/1999	N/A
Continental Building Products LLC	Weather Defense	3741034	1/19/2010	N/A
Continental Building Products LLC	W Dfz 	3831431	8/10/2010	N/A
Continental Building Products LLC	M Dfz 	3831442	8/10/2010	N/A
Continental Building Products LLC	Continental 	Serial # 86000722 (pending application)	Application date: July 2, 2013	N/A