

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | 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

| | |
|------------------------|--|
| Name: | Credit Suisse AG, Cayman Islands Branch, as Second Lien Administrative Agent |
| Street Address: | 11 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | 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

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| 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: | CRS1-38936 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 10/01/2013 |

Total Attachments: 8
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 “Second Lien Trademark Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Credit Suisse AG, as second lien administrative agent (together with its successors in such capacity, the “Second Lien Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, LSF8 Gypsum Holdings Company, LLC, a Delaware limited liability company (including its permitted successors, “Holdings”) and Continental Building Products LLC, a Delaware limited liability company (including its permitted successors, the “Borrower”), have entered into a Second 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 “Second 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 Second Lien Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Second 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 Borrower under the Second Lien Credit Agreement that the Grantor shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of August 30, 2013, in favor of the Second Lien Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Second Lien Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantor has granted to the Second 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 Second 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 Second Lien Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. The Grantor hereby grants to the Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement, none of the Excluded Assets (as defined in the Second 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 Second Lien Trademark Security Agreement.

SECTION 4 Execution in Counterparts. This Second 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 SECOND 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 SECOND 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.

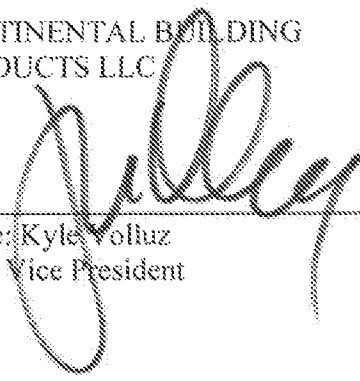
SECTION 6 Conflict Provision. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement. The rights

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 Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Trademark Security Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Second 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 Second Lien Administrative Agent, for the benefit of the Secured Parties pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Second 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 Second 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
Second 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 Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005122 FRAME: 0579



CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,




as Second Lien Administrative
Agent

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

By: 
Name: MICHAEL SPAIGHT
Title: AUTHORIZED SIGNATORY

TRADEMARKS AND TRADEMARK APPLICATIONS

| Registered Owner | Trademark | Registration No. | Registration Date | Expiration Date (if applicable) |
|-----------------------------------|--|-------------------------|--------------------------|--|
| 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 |

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|-----------------------------------|--|---|-----------------------------------|-----|
| 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 |