

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Concrete, Inc.		11/22/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association, as Noteholder Collateral Agent
<b>Street Address:</b>	333 Commerce Street
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37201
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3455590	CON-STRUCT-LITE
Registration Number:	3415322	EF TECHNOLOGY
Registration Number:	3415323	EF TECHNOLOGY
Registration Number:	3873706	EF TECHNOLOGY
Registration Number:	3873707	EF TECHNOLOGY
Registration Number:	2993255	SITE FRESH
Registration Number:	3994438	COLORFASTEF
Registration Number:	3954518	ARIDUS
Serial Number:	77294880	VAPOSEAL
Registration Number:	4287955	SITE SET
Registration Number:	4288010	ARIDUS RAPID DRYING CONCRETE
Serial Number:	85530256	USC TECHNOLOGIES
Serial Number:	85623372	ARIDUS RAPID DRYING CONCRETE
Serial Number:	85545266	USC TECHNOLOGIES

OP \$390.00 3455590

Serial Number:

85899547

SEA-SITE

**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:

CRS1-39060

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

11/22/2013

Total Attachments: 9

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FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2013 (this “*Agreement*”), by and among U.S. CONCRETE, INC. a Delaware corporation (the “*Grantor*”) and U.S. BANK NATIONAL ASSOCIATION, as the Noteholder Collateral Agent.

Reference is made to (a) the Pledge and Security Agreement, dated as of November 22, 2013 (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Grantor, the subsidiaries of the Grantor party thereto, and the Noteholder Collateral Agent, and (b) the Indenture, dated as of November 22, 2013 (as amended, supplemented or otherwise modified from time to time, the “*Indenture*”), among the Grantor, as issuer, the subsidiaries of the Grantor party thereto, as subsidiary guarantors, U.S. Bank National Association, as trustee, and the Noteholder Collateral Agent. The obligations of the initial Holders to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the transactions contemplated by the Indenture. Pursuant to the Indenture, the Grantor has agreed to grant a security interest in the Collateral for the benefit of the Holders to secure the payment and performance of the Secured Obligations set forth in the Indenture, subject to the terms of the Intercreditor Agreement, including with respect to the relative rights and priorities in respect of the Collateral.

Accordingly, the parties hereto agree as follows:

SECTION 1.01 *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Indenture or the Security Agreement, as applicable. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 1.02 *Grant of Security Interest in the Patent Collateral*. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Noteholder Collateral Agent, its successors and assigns, for the benefit of the Noteholder Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Patent Collateral*”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the “*Patents*”);

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

**SECTION 1.03 *Grant of Security Interest in the Trademark Collateral.***

As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Noteholder Collateral Agent, its successors and assigns, for the benefit of the Noteholder Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

**SECTION 1.04 *Security Agreement.*** The security interests granted to the Noteholder Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Noteholder Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Collateral Agent with respect to the Patent Collateral and the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 1.05 *Intercreditor Agreement Governs*. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 1.06 *Choice of Law*. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

U.S. CONCRETE, INC., a Delaware corporation

by 

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Name: William M. Brown  
Title: Senior Vice President and  
Chief Financial Officer

(Signature Page to IP Security Agreement)

TRADEMARK  
REEL: 005159 FRAME: 0590

U.S. BANK NATIONAL ASSOCIATION, as  
Noteholder Collateral Agent

By: Wally Jones  
Name: WALLY JONES  
Title: VICE PRESIDENT

(Signature Page to IP Security Agreement)

TRADEMARK  
REEL: 005159 FRAME: 0591

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
U.S. Concrete, Inc.	CON-STRUCT-LITE	3455590
U.S. Concrete, Inc.	EF TECHNOLOGY	3415322
U.S. Concrete, Inc.	EF TECHNOLOGY and design	3415323
U.S. Concrete, Inc.	EF TECHNOLOGY	3873706
U.S. Concrete, Inc.	EF TECHNOLOGY and design	3873707
U.S. Concrete, Inc.	Site Fresh	2993255
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Parent-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: China-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Egypt-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Europe-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Japan-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Korea-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Norway-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Russia-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Singapore-A0023348 USPTO Approval -



		1071182
U.S. Concrete, Inc.	ARIDUS	Madrid Protocol: Switzerland-A0023348 USPTO Approval - 1071182
U.S. Concrete, Inc. (Mexico, Int'l Class 19)	ARIDUS	1226159
U.S. Concrete, Inc. (Mexico, Int'l Class 40)	ARIDUS	1229633
U.S. Concrete, Inc.	COLORFASTEF and design	3994438
U.S. Concrete, Inc.	ARIDUS	3954518
U.S. Concrete, Inc.	Vaposeal (word) (abandoned)	77294880
U.S. Concrete, Inc. (Argentina, Int'l Class 19)	ARIDUS	2,501,091
U.S. Concrete, Inc. (Argentina, Int'l Class 40)	ARIDUS	2,501,092
U.S. Concrete, Inc. (Chile, Int'l Class 40)	ARIDUS	946562
U.S. Concrete, Inc. (Canada, Int'l Classes 19 and 40)	ARIDUS	1554442
U.S. Concrete, Inc. (Int'l Classes 1, 19 and 40)	SITE SET	4287955
U.S. Concrete, Inc. (Int'l Classes 19 and 40)	ARIDUS (and triangle design)	4288010

## II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
U.S. Concrete, Inc. (Brazil, Int'l Class 19)	ARIDUS	830949305	2/28/2011
U.S. Concrete, Inc. (Brazil, Int'l Class 40)	ARIDUS	830949321	2/28/2011
U.S. Concrete, Inc. (Chile, Int'l Class 19)	ARIDUS	942257	2/24/2011
U.S. Concrete, Inc. (Int'l Classes 19, 40, 42)	USC TECHNOLOGIES (and design)	85530256	1/31/2012
U.S. Concrete, Inc.	ARIDUS (and design (square))	85623372	5/11/2012
U.S. Concrete, Inc. (Int'l Classes 19, 40 and 42)	USC TECHNOLOGIES	85545266	2/16/2012

U.S. Concrete, Inc.	Sea-Site	85899547	4/9/2013
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**RECORDED: 11/22/2013**

**TRADEMARK  
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