

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM299505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pavestone, LLC		03/06/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	1100 Abernathy Road
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	4380728	VILLA GRANDE SERIES
Registration Number:	3218918	RIDGESTONE
Registration Number:	3176500	FISHSCALES
Registration Number:	3603596	MILL-TEC
Registration Number:	2247261	ANTIQUED TEXTURE
Registration Number:	2020758	ROMAN COBBLE
Registration Number:	1892824	ROMAN COBBLE
Registration Number:	2008516	CONTEMPRA
Registration Number:	3283517	PLUS-STONE
Registration Number:	3603511	DISCOVER THE DIFFERENCE
Registration Number:	3842914	MONO-CAST ASK STEVE HAVE A QUESTION? HE'
Registration Number:	3842913	MONO-CAST ASK STEVE HAVE A QUESTION? HE'
Registration Number:	3868504	CST SINCE-1984 HOUSE CALLS IDEAS, ADVICE
Registration Number:	3868503	CST SINCE-1984 HOUSE CALLS IDEAS, ADVICE
Registration Number:	4227726	UB ULTRABELLE COLLECTION
Registration Number:	4231399	ULTRABELLE
Registration Number:	3603560	MONO-CAST

CH \$440.00 4380728

**CORRESPONDENCE DATA****Fax Number:** 6142272100*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 6142272000**Email:** rmorgan@porterwright.com**Correspondent Name:** Robert J. Morgan**Address Line 1:** 41 South High Street**Address Line 2:** Suite 2900**Address Line 4:** Columbus, OHIO 43215

<b>ATTORNEY DOCKET NUMBER:</b>	0515200-189479
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<b>NAME OF SUBMITTER:</b>	Robert J. Morgan
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<b>SIGNATURE:</b>	/Robert J. Morgan/
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<b>DATE SIGNED:</b>	03/28/2014
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**Total Attachments: 7**

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**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Supplemental Trademark Security Agreement”) is made this 6<sup>th</sup> day of March, 2014, by and between PAVESTONE, LLC (“Grantor”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of September 26, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among QUIKRETE Holdings, Inc. (the “Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”) and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition to the Lenders making the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, Grantor executed and delivered to Agent, for the benefit of the Secured Parties, that certain First Lien Guaranty and Security Agreement, dated as of September 26, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor concurrently executed that certain Trademark Security Agreement dated as of September 26, 2013, which the Lenders recorded with the United States Patent and Trademark Office (Reel/Frame: 5137/0109) on October 23, 2013; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Supplemental Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Supplemental Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos,

Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

(i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule I attached hereto,

(ii) all extension and renewals thereof,

(iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing,

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof,

(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law, provided that upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051(c) or a statement of use under 15 U.S.C. § 1051(d) (or any successor provisions), such intent-to-use application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Supplemental Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplemental Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Supplemental Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Supplemental Trademark Security Agreement is a Loan Document. This Supplemental Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but

one and the same Supplemental Trademark Security Agreement. Delivery of an executed counterpart of this Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement. Any party delivering an executed counterpart of this Supplemental Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplemental Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplemental Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 29 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**PAVESTONE, LLC**

By: Quikrete Holdings, Inc., its sole member

By:  \_\_\_\_\_

Name: William R. Magill

Title: President & Chief Operating Officer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**PAVESTONE, LLC**

By: Quikrete Holdings, Inc., its sole member

By: \_\_\_\_\_

Name:

Title:

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking  
association

By: Will \_\_\_\_\_

Name: *William Nixon*

Title: *Senior Vice President*

[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 005245 FRAME: 0956**

**SCHEDULE I**  
to  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>
Pavestone, LLC	U.S.A.	VILLA GRANDE SERIES	4,380,728
Pavestone, LLC	U.S.A.	RIDGESTONE	3,218,918
Pavestone, LLC	U.S.A.	FISHSCALES	3,176,500
Pavestone, LLC	U.S.A.	MILL-TEC	3,603,596
Pavestone, LLC	U.S.A.	MONO-CAST	3,603,560
Pavestone, LLC	U.S.A.	ANTIQUATED TEXTURE	2,247,261
Pavestone, LLC	U.S.A.	ROMAN COBBLE	2,020,758
Pavestone, LLC	U.S.A.	ROMAN COBBLE	1,892,824
Pavestone, LLC	U.S.A.	CONTEMPRA	2,008,516
Pavestone, LLC	U.S.A.	PLUS-STONE	3,283,517
Pavestone, LLC	U.S.A.	FISHSCALES	3,176,500
Pavestone, LLC	U.S.A.	DISCOVER THE DIFFERENCE and design	3,603,511
Pavestone, LLC	U.S.A.	MONO-CAST ASK STEVE HAVE A QUESTION? HE'S GOT ANSWERS and design	3,842,914
Pavestone, LLC	U.S.A.	MONO-CAST ASK STEVE HAVE A QUESTION? HE'S GOT ANSWERS and design	3,842,913
Pavestone, LLC	U.S.A.	CST SINCE-1984 HOUSE CALLS IDEAS, ADVICE AND SUPPORT and design	3,868,504
Pavestone, LLC	U.S.A.	CST SINCE-1984 HOUSE CALLS IDEAS, ADVICE AND SUPPORT and design	3,868,503



Pavestone, LLC	U.S.A.	Ultrabelle Collection Logo	4,227,726
Pavestone, LLC	U.S.A.	Ultrabelle Word Mark	4,231,399