TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reading Rock, Incorporated		07/25/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	425 Walnut Street
Internal Address:	CN-OH-W8
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86027076	THE NEXT GENERATION
Registration Number:	4310295	CAPELLA STONE
Registration Number:	4162403	PEMBROOK SERIES
Registration Number:	4081230	BELLEWOOD COLLECTION
Registration Number:	4078012	HYDRABRIC
Registration Number:	3703272	ECOFLO
Registration Number:	3753118	HYDRASTONE
Registration Number:	3753070	STORMLOCK
Registration Number:	3450258	PAVERLOCK
Registration Number:	3379108	RIVERSEDGE
Registration Number:	3379107	COLDSTREAM
Registration Number:	3351244	THE SMART CHOICE
Registration Number:	3636268	COLORLOCK
Registration Number:	3665544	READY BRICK
Registration Number:	2493942	GREENWALL
Registration Number:	2325856	ROCKCAST
Registration Number:	1077888	PAVERLOCK
Registration Number:	0591854	READING ROCK

OP $465.00 86027076

CORRESPONDENCE DATA

Fax Number: 6144641737

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

Phone: 614.559.7282

Email: squimby@fbtlaw.com

Correspondent Name: Samantha M. Quimby, Esq.

Address Line 1: FROST BROWN TODD LLC

Address Line 2: 10 West Broad Street - Suite 2300

Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Samantha M. Quimby
SIGNATURE:	/samantha m quimby/
DATE SIGNED:	07/27/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 25, 2014, is made by **READING ROCK, INCORPORATED** (the "Grantor"), in favor of **U.S. BANK NATIONAL ASSOCIATION** (the "Secured Party").

RECITALS

A. The Grantor, the other Borrowers party thereto, and the Secured Party are parties to that certain Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Secured Party has agreed to make certain loans and other financial accommodations to or for the benefit of the Borrowers, and pursuant to which the Grantor has granted to the Secured Party security interests in (among other things) all or substantially all of the General Intangibles of the Grantor.

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's security interests in the trademarks and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees in favor of the Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" means any Event of Default under the Loan Agreement.

"PTO" means the United States Patent and Trademark Office.

"Secured Party" has the meaning set forth in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Ohio.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, capitalized terms used in this Agreement that are not defined in the Loan Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and any reference to a subsection or a clause is, unless

otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(vii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Grantor and supplemental rights and remedies in favor of the Secured Party (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security. In order to secure prompt payment of the Obligations, the Grantor hereby grants to the Secured Party, a continuing security interest in all of the Grantor's right, title, and interest in and to the following property, whether currently existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and General Intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Grantor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be

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amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Grantor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all General Intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Grantor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Grantor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and proceeds of any and all of the foregoing.

(b) Continuing Security Interest. The Grantor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the "Collateral" as defined in the Loan Agreement.

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, the Grantor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. The Grantor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party and to accomplish the purposes of this Agreement. The Grantor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Grantor's true and lawful attorney-in-fact with full power and authority (i) during the continuance of any Event of Default to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its sole discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party, and (ii) during the continuance of any Event of Default, to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Secured Party may deem reasonably necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes

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of this Agreement, including (A) during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence of any Event of Default and the Obligations being payable in full, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 12.

4. Representations and Warranties. The Grantor represents and warrants to the Secured Party as follows:

(a) No Other Trademarks. As of the date hereof, Schedule A sets forth a true and correct list of all material Trademarks that are registered, or for which any application for registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned by Grantor.

(b) Trademarks Subsisting. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Grantor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, (i) the Grantor has rights in and good title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, the Grantor is the sole and exclusive owner thereof, free and clear of any Liens (other than Permitted Encumbrances), and (iii) with respect to any Trademarks for which the Grantor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, the Grantor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by the Grantor or any such licensor regarding such Trademark, the parties to any other such nonexclusive licenses or license agreements entered into by the Grantor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. As of the date hereof, to the best of the Grantor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by the Grantor has not, and does not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. As of the date hereof, the Grantor has the right, power and authority to pledge and to grant to the Secured Party a security interest in all of the Trademark Collateral owned by it pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person (other than contents or approvals that have been obtained).

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(f) No Violation. The execution, delivery and performance by the Grantor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws or similar organizational documents of the Grantor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which the Grantor is a party or by which the Grantor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of the Grantor, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5. Compliance with Law. The Grantor covenants that so long as this Agreement shall be in effect, the Grantor shall comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give notice of trademark claims, prosecute such material claims, and do all other acts and take all other measures which may be reasonably necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Grantor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Grantor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. The Grantor shall do all things reasonably requested by the Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. Secured Party may, during the continuance of an Event of Default, modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Secured Party and their respective successors and permitted assigns.

8. Governing Law; Jurisdiction and Venue. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. With respect to the commencement of any action or exercise of any right or remedy hereunder, the Grantor hereby irrevocably agrees and submits to jurisdiction and venue as set forth in the Loan Agreement.

9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts, agreements and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

10. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent

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permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. Any party so executing this Agreement by facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other electronic transmission.

12. Termination. This Agreement shall remain in effect until all Obligations have been paid in full and each the Secured Party's obligations to provide additional credit under the Loan Agreement have been terminated.

13. Jury Waiver. ***The parties each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Loan Documents, the Obligations, or the Trademark Collateral, or any actual or proposed transaction or other matter contemplated in or relating to the foregoing.***

[Signature Page Follows]

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[Signature Page to Trademark Security Agreement]

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

READING ROCK, INCORPORATED,

By: _____
Gordon Rich
President

[Signature Page to Trademark Security Agreement]

U.S. BANK NATIONAL ASSOCIATION,
as Secured Party

By: _____
Marshall M. Stuart
Vice President

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SCHEDULE A

Trademarks

Reg. Number	Word Mark	Check Status
86027076		THE NEXT GENERATION
85516423	4310295	CAPELLA STONE
85376075	4162403	PEMBROOK SERIES
85204732	4081230	BELLEWOOD COLLECTION
85182167	4078012	HYDRABRIC
77610183	3703272	ECOFLO
77605364	3753118	HYDRASTONE
77590563	3753070	STORMLOCK
77078276	3450258	PAVERLOCK
77010277	3379108	RIVERSEDGE
77010251	3379107	COLDSTREAM
77129658	3351244	THE SMART CHOICE
77401791	3636268	COLORLOCK
77336781	3665544	READY BRICK
75842185	2493942	GREENWALL
75597360	2325856	ROCKCAST
73120244	1077888	PAVERLOCK
71654482	0591854	READING ROCK

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