

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fred Weber, Inc.		12/11/2014	CORPORATION: DELAWARE
Lone Star Aggregates Acquisition, LLC		12/11/2014	LIMITED LIABILITY COMPANY: MISSOURI
Bluff City Minerals, LLC		12/11/2014	LIMITED LIABILITY COMPANY: MISSOURI
Missouri Valley Asphalt, L.L.C.		12/11/2014	LIMITED LIABILITY COMPANY: MISSOURI
J.T.R., Inc.		12/11/2014	CORPORATION: MISSOURI
Iron Mountain Trap Rock Company		12/11/2014	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4397331	ECO-BRAWN	
Registration Number:	3210812	FRED WEBER INC	
Registration Number:	3271801	BLUFF CITY MINERALS A SUBSIDIARY OF WEBE	
Registration Number:	2221195	HIGHCAL	
Registration Number:	2299182	BLUFF CITY	
Registration Number:	1998550	HIGHCAL90PLUS	
Serial Number:	86354299	IMTR	
Registration Number:	3267800	IRON MOUNTAIN TRAP ROCK COMPANY	
Registration Number:	1267141	IRON MOUNTAIN TRAP ROCK	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-14051
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	12/15/2014
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Total Attachments: 4

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is made as of this 11th day of December, 2014, by FRED WEBER, INC., a Delaware corporation ("FWI"), LONE STAR AGGREGATES ACQUISITION, LLC, a Missouri limited liability company ("Lone Star"), BLUFF CITY MINERALS, LLC, a Missouri limited liability company ("Bluff City"), MISSOURI VALLEY ASPHALT, L.L.C., a Missouri limited liability company ("MVA"), J.T.R., INC., a Missouri corporation ("JTR"), and IRON MOUNTAIN TRAP ROCK COMPANY, a Missouri corporation ("Iron Mountain", together with JTR, MVA, Bluff City, Lone Star, and FWI, collectively the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations until the Obligations are Paid in Full, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's United States trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill associated with the Trademarks, and licenses of any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all of Grantor's United States patents and patent applications (collectively, "Patents"), and licenses of any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the Patents; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

6. [Reserved].


7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission, PDF format, or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

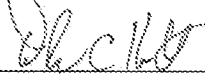
Each of the parties has signed this Agreement as of the day and year first above written.

FRED WEBER, INC.

By: 
Name: Dale C. Hoette
Title: President and Chief Financial Officer


LONE STAR AGGREGATES ACQUISITION, LLC

By: FRED WEBER, INC., its sole member


By: 
Name: Dale C. Hoette
Title: President and Chief Financial Officer

BLUFF CITY MINERALS, LLC

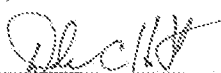
By: FRED WEBER, INC., its sole member

By: 
Name: Dale C. Hoette
Title: President and Chief Financial Officer


MISSOURI VALLEY ASPHALT, L.L.C.

By: 
Name: Dale C. Hoette
Title: Vice President

J.T.R., INC.

By: 
Name: Dale C. Hoette
Title: Vice President


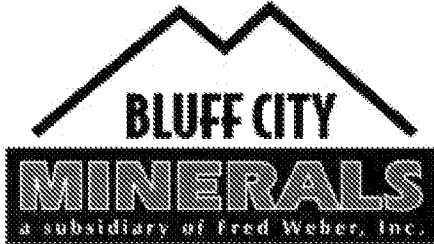


IRON MOUNTAIN TRAP ROCK COMPANY

By: 
Name: Dale C. Hoette
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement (Fred Weber)]

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

I. Trademarks and Trademark Applications

Grantor	Mark	Application or Serial/Registration Number
Fred Weber, Inc.	ECO-BRAWN	4397331
Fred Weber, Inc.	 FRED WEBER INC.	3210812
Bluff City Minerals, LLC		3271801
Bluff City Minerals, LLC	HIGHCAL	2221195
Bluff City Minerals, LLC	BLUFF CITY	2299182
Bluff City Minerals, LLC	HIGHCAL90PLUS	1998550
Iron Mountain Trap Rock Company		86/354299
Iron Mountain Trap Rock Company		3267800
Iron Mountain Trap Rock Company	IRON MOUNTAIN TRAP ROCK	1267141

II. Patents and Patent Applications

Title	Application/ Patent No.
Hot-Mix Asphalt Paving Mixture	14/094,280 (Patent Pending)