

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Civil Constructors Holdings, Inc.		01/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SJC DLF II-E, LLC, as Agent		
Street Address:	1700 East Putnam Avenue, Suite 207		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2699627	ACC AMERICAN CIVIL CONSTRUCTORS	
Registration Number:	2651630	ACC	
Registration Number:	2647529	AMERICAN CIVIL CONSTRUCTORS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	055048-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	01/27/2015		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of January 27, 2015, among **CONSOLIDATED CONSTRUCTION SOLUTIONS II LLC**, a Delaware limited liability company ("Parent"); **MV/ACC HOLDINGS LLC**, a Delaware limited liability company ("MV/ACC"); **MEADOW VALLEY SOLUTIONS LLC**, a Delaware limited liability company ("MV Solutions"); **MEADOW VALLEY PARENT CORP.**, a Delaware corporation ("MV Parent"); **MEADOW VALLEY CORPORATION**, a Nevada corporation ("MV Corp"); **MEADOW VALLEY CONTRACTORS, INC.**, a Nevada corporation ("MVC"); **MEADOW VALLEY TRUCKING, INC.**, a Nevada corporation ("MV Trucking"); **AMERICAN CIVIL CONSTRUCTORS HOLDINGS, INC.**, a Delaware corporation ("ACC Holdings"); **AMERICAN CIVIL CONSTRUCTORS, INC.**, a Colorado corporation ("ACC"); **AMERICAN CIVIL CONSTRUCTORS WEST COAST, INC.**, a California corporation ("ACC West Coast"); **SAIIA HOLDINGS LLC**, a Delaware limited liability company ("Saiia Holdings"); and **SAIIA CONSTRUCTION COMPANY LLC**, a Delaware limited liability company ("Saiia", and together with Parent, MV/ACC, MV Solutions, MV Parent, MV Corp, MVC, MV Trucking, ACC Holdings, ACC, ACC West Coast, and Saiia Holdings, collectively, "Grantors" and, each, a "Grantor"), in favor of **SJC DLF II-E, LLC** ("SJC"), in its capacity as agent for the other Secured Parties (as defined in the Loan Agreement) (in such capacity, together with its successors and permitted assigns in such capacity, "Agent") under the Loan Agreement (as defined below). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among Grantors, as borrowers, Agent, Lenders and certain other parties thereto (as it may be amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and Lenders have agreed, subject to the terms and conditions set forth therein, to make certain credit facilities available to Grantors; and

WHEREAS, it is a condition precedent to the obligation of Agent and Lenders to make the credit facilities available to Grantors under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the benefit of Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the credit facilities available to Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations, each Grantor hereby grants to Agent, for the benefit of Secured Parties, a Lien on and continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (collectively, the "IP Collateral"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, and trademark and service mark applications, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and all goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Security for Obligations. The pledge of, and the grant of a Lien on and security interest in, the IP Collateral hereunder secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Obligations.

3. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the Lien on and security interest in the IP Collateral in favor of Agent for the benefit of the Secured Parties.

4. Assignment. During the existence of an Event of Default, each Grantor shall, upon request, execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Agent, for the benefit of Secured Parties.

5. Power of Attorney. Each Grantor hereby irrevocably grants to Agent, for the benefit of Secured Parties, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument that Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent without first obtaining such Grantor's approval thereof or signature thereto), but after providing notice to Grantors, Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by Applicable

Law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default then exists, Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Agent. Notwithstanding the foregoing, unless an Event of Default exists Agent shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent in any part of the IP Collateral without the signature of such Grantor unless prohibited by Applicable Law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the applicable Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent in its Credit Judgment.

The foregoing power of attorney is coupled with an interest and is irrevocable until Payment in Full of the Obligations.

6. Release. Unless otherwise agreed in writing by the parties, the security interests and Liens granted herein will terminate (and all rights to the IP Collateral will revert to the applicable Grantors) upon Payment in Full of the Obligations. Upon Payment in Full of the Obligations, Agent (at Grantors' request and sole expense) will promptly execute and deliver to Grantors such documents as Grantors may reasonably request and as are provided to Agent to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the benefit of Secured Parties, under the Loan Agreement. The rights and remedies of Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

8. Reserved.

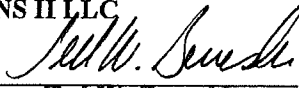
9. Governing Law. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but, if any provision of this Agreement shall be held to be prohibited or invalid under any Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, UNLESS OTHERWISE SPECIFIED BY THE TERMS HEREOF OR UNLESS THE LAWS OF ANOTHER JURISDICTION MAY, BY REASON OF MANDATORY PROVISIONS OF LAW, GOVERN THE PERFECTION, PRIORITY, OR ENFORCEMENT OF SECURITY INTERESTS IN THE COLLATERAL, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This Agreement is intended to take effect as a document executed and delivered under seal.

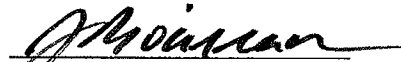
[Remainder of page intentionally blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the date first written above.


BORROWERS:


CONSOLIDATED CONSTRUCTION SOLUTIONS II LLC

By: 
Name: Ted W. Beneski
Title: Vice Chairman

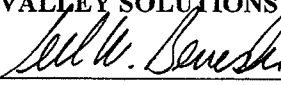
By: 
Name: Andrew Boisseau
Title: Executive Vice President

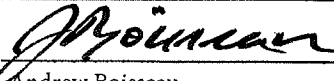
MV/ACC HOLDINGS LLO

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

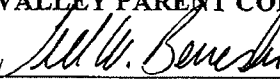
By: 
Name: Andrew Boisseau
Title: Executive Vice President

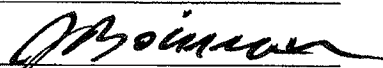
MEADOW VALLEY SOLUTIONS LLC

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

By: 
Name: Andrew Boisseau
Title: Executive Vice President

MEADOW VALLEY PARENT CORP.

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

By: 
Name: Andrew Boisseau
Title: Vice President and Secretary

[Signatures continue on the following page.]

[Signature Page to Intellectual Property Security Agreement]

MEADOW VALLEY CORPORATION

By: Ted W. Beneski
Name: Ted W. Beneski
Title: Chairman of the Board

By: Andrew Boisseau
Name: Andrew Boisseau
Title: Executive Vice President

MEADOW VALLEY CONTRACTORS, INC.

By: Ted W. Beneski
Name: Ted W. Beneski
Title: Chairman of the Board

By: Andrew Boisseau
Name: Andrew Boisseau
Title: Executive Vice President

MEADOW VALLEY TRUCKING, INC.

By: Ted W. Beneski
Name: Ted W. Beneski
Title: Chairman of the Board

By: Andrew Boisseau
Name: Andrew Boisseau
Title: Executive Vice President

AMERICAN CIVIL CONSTRUCTORS
HOLDINGS, INC.


By: Ted W. Beneski
Name: Ted W. Beneski
Title: Chairman of the Board

By: Andrew Boisseau
Name: Andrew Boisseau
Title: Vice President and Treasurer

[Signatures continue on the following page.]

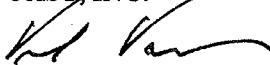
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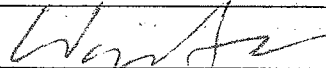
AMERICAN CIVIL CONSTRUCTORS, INC.

By: 
Name: Ted W. Beneski
Title: Chairman of the Board


By: 
Name: Andrew Boisseau
Title: Vice President

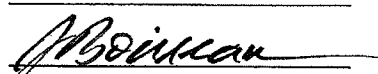
AMERICAN CIVIL CONSTRUCTORS
WEST COAST, INC.

By: 
Name: Victor L. Vescovo
Title: Chairman of the Board

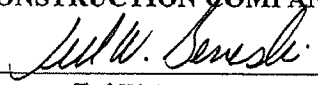
By: 
Name: Warren Bonham
Title: Executive Director

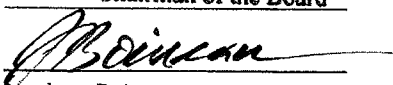
SAIIA HOLDINGS LLC

By: 
Name: Ted W. Beneski
Title: Vice Chairman

By: 
Name: Andrew Boisseau
Title: Executive Vice President

SAIIA CONSTRUCTION COMPANY LLC

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

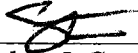
By: 
Name: Andrew Boisseau
Title: Executive Vice President

[Signatures continue on the following page.]

[Signature Page to Intellectual Property Security Agreement]

AGENT:

SJC DLF II-E, LLC, as Agent

By: 
Name: Stephen J. Czech
Title: Executive Officer & President

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Owner	Country	Serial/Registration No. and Date
	American Civil Constructors Holdings, Inc.	United States	2,699,627 03/25/2003
ACC	American Civil Constructors Holdings, Inc.	United States	2,651,630 11/19/2002
AMERICAN CIVIL CONSTRUCTORS	American Civil Constructors Holdings, Inc.	United States	2,647,529 11/05/2002
SAIIA	Saiia Construction Company LLC	United States	2,997,260 09/20/2005
Exceptional Employees. Superior Performance. Extraordinary Results.	Saiia Construction Company LLC	United States	2,997,364 09/20/2005
Saiia Logo (Service Mark)	Saiia Construction Company LLC	United States	3,072,769 03/28/2010

Pending Trademark Applications

None.