

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consolidated Construction Solutions II LLC		01/27/2015	CORPORATION: DELAWARE
MV/ACC Holdings LLC		01/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Meadow Valley Solutions LLC		01/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Meadow Valley Parent Corp.		01/27/2015	CORPORATION: DELAWARE
Meadow Valley Corporation		01/27/2015	CORPORATION: NEVADA
Meadow Valley Contractors, Inc.		01/27/2015	CORPORATION: NEVADA
Meadow Valley Trucking, Inc.		01/27/2015	CORPORATION: NEVADA
American Civil Constructors, Inc.		01/27/2015	CORPORATION: COLORADO
American Civil Constructors Holdings, Inc.		01/27/2015	CORPORATION: DELAWARE
American Civil Constructors West Coast, Inc.		01/27/2015	CORPORATION: CALIFORNIA
Saiaa Holdings LLC		01/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
Saiaa Construction Company LLC		01/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	1717 McKinney Avenue		
Internal Address:	Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	an Alabama bank: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2699627	ACC AMERICAN CIVIL CONSTRUCTORS	

CH \$165.00 2699627

Property Type	Number	Word Mark
Registration Number:	2651630	ACC
Registration Number:	2647529	AMERICAN CIVIL CONSTRUCTORS
Registration Number:	2997260	SAIIA
Registration Number:	2997364	EXCEPTIONAL EMPLOYEES. SUPERIOR PERFORMA
Registration Number:	3072769	

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717-161
NAME OF SUBMITTER:	Bobbi Accord
SIGNATURE:	/BAN/
DATE SIGNED:	02/11/2015

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 22, 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 **REGIONS BANK**, an Alabama bank, in its capacity as collateral and administrative agent (in such capacity, "Agent") for certain financial institutions (collectively, "Lenders") 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 Second Amended and Restated 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 IP Security Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but, if any provision of this IP Security 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 IP Security Agreement. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, UNLESS OTHERWISE SPECIFIED BY THE TERMS HEREOF OR THEREOF 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, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5.1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) OR OTHER RULE OF LAW WHICH WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAW OF THE STATE OF NEW YORK (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). This IP Security Agreement is intended to take effect as a document executed and delivered under seal.

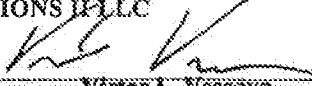
10. Intercreditor Agreement. Notwithstanding anything to the contrary herein, the grant of security pursuant to this IP Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Term Loan Intercreditor Agreement. In the event of any conflict between the terms of the Term Loan Intercreditor Agreement and this Assignment with respect to such matters, the terms of the Term Loan Intercreditor Agreement shall govern and control.

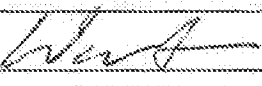
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signatures appear on following pages.]

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

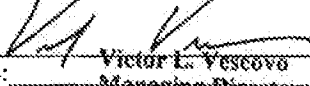
BORROWERS:

**CONSOLIDATED CONSTRUCTION
SOLUTIONS II LLC**

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

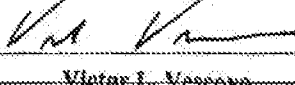
By: 
Name: Warren Bonham
Title: Executive Director

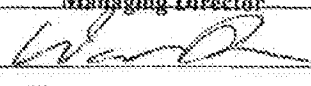
MV/ACC HOLDINGS LLC

By: 
Name: Victor L. Vescovo
Title: Managing Director

By: 
Name: Warren Bonham
Title: Executive Director

MEADOW VALLEY SOLUTIONS LLC

By: 
Name: Victor L. Vescovo
Title: Managing Director

By: 
Name: Warren Bonham
Title: Executive Director

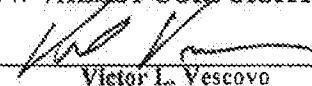
MEADOW VALLEY PARENT CORP.

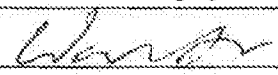
By: 
Name: Victor L. Vescovo
Title: Managing Director

By: 
Name: Warren Bonham
Title: Executive Director

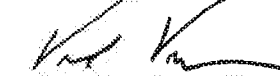
[Signatures continue on the following pages]


MEADOW VALLEY CORPORATION

By: 
Name: Victor L. Vescovo
Title: Managing Director

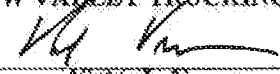
By: 
Name: Warren Bonham
Title: Executive Director


MEADOW VALLEY CONTRACTORS,
INC.

By: 
Name: Victor L. Vescovo
Title: Managing Director

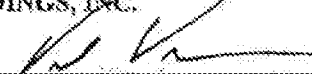
By: 
Name: Warren Bonham
Title: Executive Director

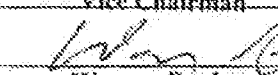
MEADOW VALLEY TRUCKING, INC.

By: 
Name: Victor L. Vescovo
Title: Managing Director

By: 
Name: Warren Bonham
Title: Executive Director

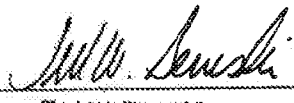
AMERICAN CIVIL CONSTRUCTORS
HOLDINGS, INC.

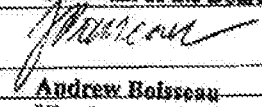
By: 
Name: Victor Vescovo
Title: Vice Chairman

By: 
Name: Warren Bonham
Title: Executive Director

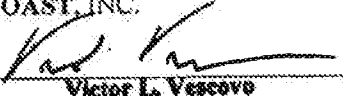
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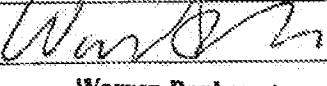
AMERICAN CIVIL CONSTRUCTORS,
INC.

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

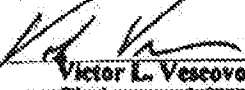
By: 
Name: Andrew Boissreau
Title: Vice President

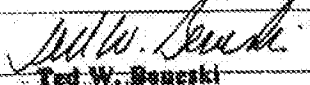
AMERICAN CIVIL CONSTRUCTORS
WEST COAST, INC.

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

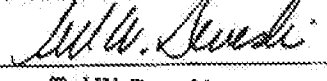
By: 
Name: Warren Bonham
Title: Executive Director

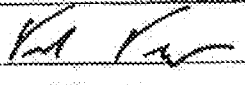
SAIIA HOLDINGS LLC

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

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

SAIIA CONSTRUCTION COMPANY LLC

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

By: 
Name: Victor Vescovo
Title: Vice Chairman

[Signatures continue on the following page]

AGENT:

REGIONS BANK, as Agent

By: 

Name: Kevin Padgett

Title: Senior Vice 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, LLC	United States	2,997,260 09/20/2005
Exceptional Employees. Superior Performance. Extraordinary Results.	Saiia Construction, LLC	United States	2,997,364 09/20/2005
Saiia Logo (Service Mark)	Saiia Construction, LLC	United States	3,072,769 03/28/2006

Pending Trademark Applications

None.