

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332200

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lee Masonry Products, Inc. | | 02/13/2015 | CORPORATION: KENTUCKY |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank | | |
| Street Address: | 38 Fountain Square Plaza | | |
| Internal Address: | MD #10908F | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45263 | | |
| Entity Type: | Banking Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3922761 | SOUTHERN TRADITION | |
| Registration Number: | 3531992 | MAXBLOC | |
| Registration Number: | 3570661 | EARTH REFLECTED | |
| Registration Number: | 3455081 | MAXBRIC | |
| Registration Number: | 2061003 | MOUNTAIN STONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025339099 | | |
| <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> | | | |
| Phone: | 202-467-8809 | | |
| Email: | behogue@vorys.com, jspiantanida@vorys.com | | |
| Correspondent Name: | Vorys, Sater, Seymour and Pease LLP | | |
| Address Line 1: | P.O. Box 2255 -- IPLAW@VORYS | | |
| Address Line 2: | Attn: Tanya Marie Curcio | | |
| Address Line 4: | Columbus, OHIO 44316 | | |
| ATTORNEY DOCKET NUMBER: | 005252-1058/0769/TSA | | |
| NAME OF SUBMITTER: | Bernice Hogue | | |
| SIGNATURE: | /bernice hogue/ | | |
| DATE SIGNED: | 02/13/2015 | | |

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 13, 2015 (the "Effective Date"), is entered into by and between **LEE MASONRY PRODUCTS, INC.**, a Kentucky corporation ("Debtor"), whose principal place of business and mailing address is 1005 N. Vine Street, P.O. Box 687, Hopkinsville, Kentucky 42241, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), with an office at 38 Fountain Square Plaza, MD #10908F, Cincinnati, Ohio 45263, and is as follows:

WHEREAS, Lender, Debtor and LMP SERVICES, L.L.C., a Kentucky limited liability company ("LMP Services"), are parties to a Credit Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Lender, Debtor and LMP Services are parties to a Security Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a continuing security interest in and to, and Lien on, all of its "Collateral" as that term is defined in the Security Agreement, to secure the full, prompt and complete payment and performance of the "Obligations" as that term is defined in the Credit Agreement;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, Debtor hereby grants and, as applicable, re-grants to the Secured Party a continuing security interest in all of the Trademark Collateral as defined below.

The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively all of Debtor's right, title and interest in and to: (a) all now or in the future owned trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) that are owned by Debtor being, collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now or in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past and future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, all Trademarks; together in each case of clauses (a) through (f) with the goodwill of Debtor's business in connection with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this

Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any intent to use trademark applications for which a statement of use has not been filed with, and accepted by, the United States Patent and Trademark Office or any intellectual property rights for which the grant of a Lien on such rights would result in a material loss of rights, the cancellation or voiding of such rights.

Debtor hereby authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office.

Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement or if not defined therein shall have the meaning ascribed thereto in the Security Agreement. This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of Debtor and Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

LEE MASONRY PRODUCTS, INC.

By: 
Carol T. Lee, President

FIFTH THIRD BANK

By: _____
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

TRADEMARK
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IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

LEE MASONRY PRODUCTS, INC.

By: _____
Carol T. Lee, President

FIFTH THIRD BANK

By: Brooke Balcom
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

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SCHEDULE I
TRADEMARKS

| MARK | SERIAL NO. | FILING DATE | REG. NO. | REG. DATE |
|--------------------|-------------------|--------------------|-----------------|------------------|
| SOUTHERN TRADITION | 85077320 | 7/2/2010 | 3922761 | 2/22/2011 |
| MAXBLOC | 77246653 | 8/3/2007 | 3531992 | 11/11/2008 |
| EARTH REFLECTED | 77326021 | 11/9/2007 | 3570661 | 2/3/2009 |
| MAXBRIC | 77235781 | 7/23/2007 | 3455081 | 6/24/2008 |
| MOUNTAIN STONE | 75084778 | 4/8/1996 | 2061003 | 5/13/1997 |