

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378952

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|---|-------------------------------------|--------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lithko Contracting, LLC | | 04/01/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank, N.A. | | |
| Street Address: | 111 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86934337 | LITHKO CONTRACTING, INC. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3127069125 | | |
| <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: | 3127018623 | | |
| Email: | IPdocket@mayerbrown.com | | |
| Correspondent Name: | Richard M. Assmus | | |
| Address Line 1: | P.O. Box 2828 | | |
| Address Line 4: | Chicago, ILLINOIS 60690-2828 | | |
| ATTORNEY DOCKET NUMBER: | 16500761 | | |
| NAME OF SUBMITTER: | Richard M. Assmus | | |
| SIGNATURE: | /rma/ | | |
| DATE SIGNED: | 04/01/2016 | | |
| Total Attachments: 5 | | | |
| source=Rebar - Trademark Security Interest Agreement [Execution]#page1.tif | | | |
| source=Rebar - Trademark Security Interest Agreement [Execution]#page2.tif | | | |
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**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

April 1, 2016

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lithko Contracting, LLC, a Delaware limited liability company (the "Grantor") with principal offices at 5353 Hamilton Middletown Road, Liberty Township, OH 45011, hereby grants BMO Harris Bank N.A., as Administrative Agent, with principal offices at 111 West Monroe Street, Chicago, Illinois 60603 (the "Administrative Agent"), a security interest in all of the following property, whether now owned or hereafter acquired or existing (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under (a) hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

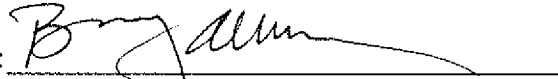
THIS SECURITY INTEREST (this “Agreement”) is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, Hedging Liability and Funds Transfer and Deposit Account Liability, as such terms are defined in the Security Agreement among the Grantor, Lithko Acquisition, LLC, a Delaware limited liability company, Lithko Holdings, LLC, a Delaware limited liability company, the other Guarantors party thereto and the Administrative Agent, dated as of April 1, 2016 (the “Security Agreement”). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Secured Obligations have been performed or paid in full (other than (A) contingent indemnification obligations as to which no claim has been asserted and (B) Hedging Liability and Funds Transfer and Deposit Account Liability as to which arrangements satisfactory to the applicable providers thereof shall have been made) and all Commitments have been terminated, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first written above.

LITHKO CONTRACTING, LLC


By: 
Name: Brian Albanese
Title: Secretary and Treasurer

BMO HARRIS BANK N.A., as Administrative
Agent

By: 
Name: John Armstrong
Title: Managing Director

[Signature page to Trademark Security Agreement]

SCHEDULE A

| OWNER | APPLICATION NUMBER | MARK | APPLICATION DATE |
|----------------------------|-------------------------------|--|-----------------------------|
| Lithko Contracting, LLC | 86/934,337 |  The logo for Lithko Contracting, Inc. features the word "Lithko" in a large, bold, sans-serif font. Below it, the words "CONTRACTING, INC." are written in a smaller, all-caps, sans-serif font. The entire logo is set against a background of a fine grid or dot pattern. | 3/9/2016 |

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