

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks at Reel/Frame No. 5137/0109		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as First Lien Agent		07/06/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Pavestone, LLC		
Street Address:	3490 Piedmont Rd., N.E.		
Internal Address:	One Securities Centre		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3855121	VENEERSTONE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	037216-0015		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	07/08/2016		
Total Attachments: 3			
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OP \$40.00 3855121

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of July 6, 2016 by Wells Fargo Bank, National Association (in such capacity, the "First Lien Agent") for the Secured Parties, in favor of Pavestone, LLC (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, Quikrete Holdings, Inc., the First Lien Agent, and other parties thereto, entered into that certain First Lien Credit Agreement, dated as of September 26, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and the Grantor, the First Lien Agent, and other parties thereto, entered into that certain First Lien Guaranty and Security Agreement, dated as of September 26, 2013 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor executed and delivered to the First Lien Agent that certain Trademark Security Agreement, dated as of September 26, 2013 (the "Trademark Security Agreement") and recorded with the United States Patent and Trademark Office on October 23, 2013 at Reel/Frame No. 5137/0109, pursuant to which the Grantor granted to the First Lien Agent a continuing security interest (the "Security Interest") in all of its right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) owned by Grantor;

WHEREAS, the First Lien Agent has agreed to release its Security Interest in all of the right, title, and interest in and to the trademark registration set forth in Schedule 1, attached hereto and incorporated herein by this reference (the "Released Collateral"), and to reconvey any and all of its right, title, and interest in and to the Released Collateral to the Grantor; and

WHEREAS, the Security Interest in the remaining Trademark Collateral granted to the First Lien Agent by the Grantor pursuant to the Trademark Security Agreement (the "Remaining Collateral"), will be unaffected by this Release and such Security Interest in the Remaining Collateral will continue in full force and effect.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the First Lien Agent on behalf of the Secured Parties, hereby **TERMINATES**, without recourse, representation, or warranty of any kind or nature the Security Interest in the Released Collateral, **RELEASES** and forever discharges, without recourse, representation, or warranty of any kind or nature its Security Interest in the Released Collateral, and retransfers and reassigns to the Grantor any right, title or interest the First Lien Agent may have in, to or under the Released Collateral. The First Lien Agent shall retain its Security Interest in all other portions of the Trademark Collateral that are not the Released Collateral that is the subject of this Release.

[Signature Page to Follow]

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as First Lien Agent

By: 

Name: ZACHARIAH LOW

Title: Senior Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005831 FRAME: 0093

Schedule I

to

RELEASE OF SECURITY INTEREST IN TRADEMARKS

RELEASED COLLATERAL

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
VENERSTONE	19	77609103 06-NOV-2008	3855121 28-SEP-2010