

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394718

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LEE MASONRY PRODUCTS, INC.		07/07/2016	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	38 FOUNTAIN SQUARE PLAZA, MD #10908F		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3855121	VENEERSTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	jspiantanida@vorys.com		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	005252-1058/1st Amd TSA		
<b>NAME OF SUBMITTER:</b>	Julie S. Piantanida		
<b>SIGNATURE:</b>	/julie piantanida/		
<b>DATE SIGNED:</b>	08/11/2016		
<b>Total Attachments: 5</b>			
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**A FIFTH THIRD BANCORP BANK****FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

(Short Form)

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of July 7, 2016 (the "Effective Date"), to be effective at all times immediately following the consummation of the Pavestone Acquisition (as defined in the Consent Letter defined below), 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:

**Preliminary Statements**

A. Lender, Debtor and LMP SERVICES, L.L.C., a Kentucky limited liability company ("LMP Services"), are parties to that certain Credit Agreement dated as of February 13, 2015 (the "Credit Agreement"). In connection with the Credit Agreement, Debtor and Secured Party entered into a Trademark Security Agreement dated as of February 13, 2015 (the "Trademark Security Agreement").

B. Debtor, LMP Services and Lender have decided to amend the Credit Agreement pursuant to that certain Consent Letter Regarding Pavestone Acquisition dated as of even date herewith by and among Debtor, LMP Services and Lender (the "Consent Letter"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. It is a condition precedent to the effectiveness of the Consent Letter that Debtor amends the Trademark Security Agreement.

D. Now, in order to satisfy the condition precedent set forth in the Consent Letter, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark

Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral (as defined in both the Trademark Security Agreement and the Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement or the Security Agreement. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times immediately following the consummation of the Pavestone Acquisition (as defined in the Consent Letter).

**LEE MASONRY PRODUCTS, INC.**

By:   
Carol T. Lee, President

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Patrick Lingrosso, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times immediately following the consummation of the Pavestone Acquisition (as defined in the Consent Letter).

**LEE MASONRY PRODUCTS, INC.**

By: \_\_\_\_\_  
Carol T. Lee, President

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Patrick Lingrosso, Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005854 FRAME: 0114**

**SUPPLEMENT TO SCHEDULE I**

**TRADEMARKS AND LICENSES**

**Registered Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
<b>VENERSTONE</b>	77/609,103	November 6, 2008	3,855,121	September 28, 2010