

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM395639

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Continental Building Products Operating Company, LLC		08/18/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2505424	FIRE WATERCHECK	
<b>Registration Number:</b>	2254925	FIRECHECK	
<b>Registration Number:</b>	2945324	L5	
<b>Registration Number:</b>	2825850	L5	
<b>Registration Number:</b>	4126855	LIFTLITE	
<b>Registration Number:</b>	3353487	MOLD DEFENSE	
<b>Registration Number:</b>	2701067	PROTECTA	
<b>Registration Number:</b>	3448360	RAPID COAT	
<b>Registration Number:</b>	3547893	RAPID COAT LOW DUST	
<b>Serial Number:</b>	86436111	RAPID DECO	
<b>Registration Number:</b>	2489194	RAPID JOINT	
<b>Registration Number:</b>	2309014	SAGCHECK	
<b>Registration Number:</b>	2220303	WATERCHECK	
<b>Registration Number:</b>	3831431	W DFZ	
<b>Registration Number:</b>	3831442	M DFZ	
<b>Registration Number:</b>	4549328	CONTINENTAL	
<b>Registration Number:</b>	4717550	CONTINENTAL	
<b>Registration Number:</b>	4817268	CONTINENTAL	

OP \$465.00 2505424

**CORRESPONDENCE DATA****Fax Number:** 8668265420

*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:** 301-638-0511**Email:** ipresearchplus@comcast.net**Correspondent Name:** IP Research Plus, Inc.**Address Line 1:** 21 Tadcaster Circle**Address Line 2:** attn: Penelope J.A. Agodoa**Address Line 4:** Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	crs1-41347
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	08/18/2016

**Total Attachments: 7**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “Trademark Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Credit Suisse AG, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Continental Building Products, Inc., a Delaware corporation (including its permitted successors, “Holdings”), Continental Building Products Operating Company, LLC, a Delaware limited liability company (including its permitted successors, the “US Borrower”) and Continental Building Products Canada Inc., a Canadian federal corporation (including its permitted successors, the “Canadian Borrower” and together with the US Borrower, the “Borrowers”) have entered into an Amended and Restated Credit Agreement, dated as of August 18, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and as issuing banks and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantor shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of August 18, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including certain of its Trademarks and has agreed as a condition thereof to execute this Trademark Security Agreement with respect to certain of its Trademarks in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Trademark”

Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1; and

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Assets (as defined in the Credit Agreement) shall constitute Trademark Collateral.

SECTION 3 Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

SECTION 4 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition

to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered as of the date first above written.

CONTINENTAL BUILDING PRODUCTS  
OPERATING COMPANY, LLC,

by



Name: Dennis Schemm

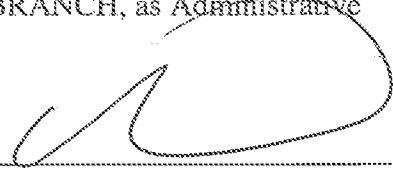
Title: Senior Vice President and Chief  
Financial Officer

*[Signature Page to Amended and Restated Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005859 FRAME: 0647**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Administrative  
Agent,

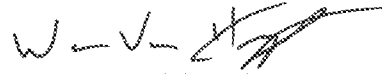
by



Name: Mikhail Faybusovich

Title: Authorized Signatory

by



Name: Warren Van Heyst



Title: Authorized Signatory

*{Signature Page to Amended and Restated Trademark Security Agreement}*

[[3610899]]

**TRADEMARK**  
**REEL: 005859 FRAME: 0648**

## TRADEMARKS

Registered Owner	Trademark	Registration No.	Registration Date	Expiration Date (if applicable)
Continental Building Products Operating Company, LLC	Fire WaterCheck	2505424	11/6/2001	N/A
Continental Building Products Operating Company, LLC	Firecheck	2254925	6/22/1999	N/A
Continental Building Products Operating Company, LLC	L5  	2945324	4/26/2005	N/A
Continental Building Products Operating Company, LLC	L5	2825850	3/23/2004	N/A
Continental Building Products Operating Company, LLC	LiftLite	4126855	4/10/2012	N/A
Continental Building Products Operating Company, LLC	Mold Defense	3353487	12/11/2007	N/A
Continental Building Products Operating Company, LLC	Protecta	2701067	3/25/2003	N/A
Continental Building Products Operating Company, LLC	Rapid Coat	3448360	6/17/2008	N/A
Continental Building Products Operating Company, LLC	Rapid Coat Low Dust	3547893	12/16/2008	N/A
Continental Building Products Operating Company, LLC	Rapid Deco	86436111 (Serial #)	10/27/2014	N/A
Continental Building Products Operating Company, LLC	Rapid Joint	2489194	9/11/2001	N/A



Registered Owner	Trademark	Registration No.	Registration Date	Expiration Date (if applicable)
Continental Building Products Operating Company, LLC	SagCheck	2309014	1/18/2000	N/A
Continental Building Products Operating Company, LLC	WaterCheck	2220303	1/26/1999	N/A
Continental Building Products Operating Company, LLC	W Dfz 	3831431	8/10/2010	N/A
Continental Building Products Operating Company, LLC	M Dfz 	3831442	8/10/2010	N/A
Continental Building Products Operating Company, LLC	Continental	4,549,328	June 10, 2014	N/A
Continental Building Products Operating Company, LLC		4,717,550	April 7, 2015	N/A
Continental Building Products Operating Company, LLC	Continental (With Bison Logo)	4,817,268	September 22, 2015	N/A