OP \$65.00 4548219

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM414124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jensen Stone Acquisition Company, L.L.C.		01/27/2017	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent	
Street Address:	38 Fountain Sq Plaza	
Internal Address:	Fifth Third Center	
City:	Cincinnati	
State/Country:	OHIO	
Postal Code:	45263	
Entity Type:	Corporation: OHIO	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4548219	TRITON STONE GROUP	
Registration Number:	3253481	TRITON STONE GROUP	

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Andrea Gniadek, Project Assistant

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek
SIGNATURE:	/Michael Barys/
DATE SIGNED:	01/30/2017

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 27th day of January, 2017, JENSEN STONE ACQUISITION COMPANY, L.L.C., a Louisiana limited liability company (the "Debtor"), with its principal place of business and mailing address at 6131 River Road, Suite 350, Harahan, Louisiana 70123, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("Fifth Third"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "Administrative Agent"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in the following property:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of the date hereof, among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

4120226.01.06.doc 4224705 Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

By Name: Katie J. Peralta

Title: Authorized Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By ______ Name: ______ Title:

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JENSEN STONE ACQUISITION COMPANY, L.L.C.

Name: Katie J. Peralta Title: Authorized Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

FEDERAL TRADEMARK REGISTRATIONS

REGISTRATION NO.	Mark	ISSUE DATE
4548219	TRITON STONE GROUP	06/10/2014
3253481	TRITON STONE GROUP	06/19/2007

TRADEMARK REEL: 005976 FRAME: 0439

RECORDED: 01/30/2017