

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oberfields, LLC		04/03/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Graycliff Mezzanine II LP		
Street Address:	500 5th Avenue, 47th Floor		
Internal Address:	c/o Graycliff Partners LP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5000034	STRATFORD STONE	
Registration Number:	4637802	DESIGNPAVE	
Registration Number:	4476333	FLINT RIDGE	
Registration Number:	4479170	GARDEN-STACK	
Registration Number:	3225719	SPEC-BRIK	
Registration Number:	3184281	DESIGNBLOK	
Registration Number:	3115773	EDINGTON	
Registration Number:	2987074	WHAT OUTDOOR LIVING SHOULD BE	
Registration Number:	3151409	BELHAVEN	
Registration Number:	2167170	OBERFIELD'S INC	
Registration Number:	2174536	SOLID PERFORMANCE IN CONCRETE PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	8602758285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		

OP \$290.00 5000034

Address Line 1: 280 Trumbull Street
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Jacqueline P. Scheib

SIGNATURE: /Jacqueline P. Scheib/

DATE SIGNED: 04/05/2017

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, OBERFIELDS, LLC, an Ohio limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, Graycliff Mezzanine II LP, a Delaware limited partnership (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Senior Subordinated Loan and Security Agreement, dated as of April 3, 2017, among the Grantor, the lenders from time to time party thereto and the Grantee (as amended from time to time, the "**Loan Agreement**"), the Grantor hereby grants to the Grantee, for the benefit of itself and the other Secured Parties (as such term is defined in the Loan Agreement), a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Loan Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

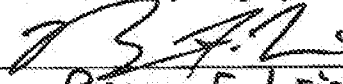
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee, for the benefit of itself and the other Secured Parties, under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

OBERFIELDS, LLC,
an Ohio limited liability company

By: 
Name: Bruce F. Lois
Title: President/CEO

GRANTEE:

GRAYCLIFF MEZZANINE II LP,
a Delaware limited partnership

By: Graycliff SBIC Investors GP LP, its general partner
By: Graycliff SBIC Partners GP LLC, its general partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

OBERFIELDS, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

GRANTEE:

GRAYCLIFF MEZZANINE II LP,

a Delaware limited partnership

By: Graycliff SBIC Investors GP LP, its general partner

By: Graycliff SBIC Partners GP LLC, its general partner

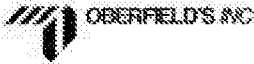
By:  _____

Name: Will Henderson

Title: Authorized Person

Schedule A - Trademarks

Registrations

Country	Trademark	Reg. No.	Issue Date	Owner
United States	STRATFORD STONE	5,000,034	July 12, 2016	Oberfields, LLC
United States	DESIGNPAVE	4,637,802	November 11, 2014	Oberfields, LLC
United States	FLINT RIDGE	4,476,333	January 28, 2014	Oberfields, LLC
United States	GARDEN-STACK	4,479,170	February 4, 2014	Oberfields, LLC
United States	SPEC-BRIK	3,225,719	April 3, 2007	Oberfields, LLC
United States	DESIGNBLOK	3,184,281	December 12, 2006	Oberfields, LLC
United States	EDINGTON	3,115,773	July 18, 2006	Oberfields, LLC
United States	WHAT OUTDOOR LIVING SHOULD BE	2,987,074	August 23, 2005	Oberfields, LLC
United States	BELHAVEN	3,151,409	October 3, 2006	Oberfields, LLC
United States		2,167,170	June 23, 1998	Oberfields, LLC
United States	SOLID PERFORMANCE IN CONCRETE PRODUCTS	2,174,536	July 21, 1998	Oberfields, LLC
Ohio	PRESIDENTIAL SERIES	TM12835	May 22, 1989	Oberfields, LLC

Common Law Marks

HERITAGE STONE

Schedule B – Patents

None.