

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELMORE SAND & GRAVEL, INC.		06/20/2018	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	COMPASS BANK		
Street Address:	4211 W. Boy Scout Blvd.		
Internal Address:	Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4417485	ELMORE QUALITY RIVER GRAVELS, ELMORE SAN	
CORRESPONDENCE DATA			
Fax Number:	8132298901		
<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:	8132278172		
Email:	awoodruff@shutts.com, SParks-Warren@shutts.com, mboland@shutts.com		
Correspondent Name:	Adam S. Woodruff		
Address Line 1:	4301 W. Boy Scout Blvd.		
Address Line 2:	Suite 300		
Address Line 4:	Tampa, FLORIDA 33607		
NAME OF SUBMITTER:	Adam S. Woodruff		
SIGNATURE:	/Adam S. Woodruff/		
DATE SIGNED:	06/25/2018		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, ELMORE SAND & GRAVEL, INC., an Alabama corporation (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademark listed on the annexed **Schedule 1A**, which trademark is registered or applied for in the United States Patent and Trademark Office (the “Trademark”).

WHEREAS, among others, the Assignor, has entered into a Security Agreement, dated June 20, 2018 (as may be amended, the “Security Agreement”), in favor of Compass Bank, in its capacity as Administrative Agent for certain lenders (the “Assignee”);

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of certain lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademark, together with, among other things, the good-will of the business symbolized by the Trademark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

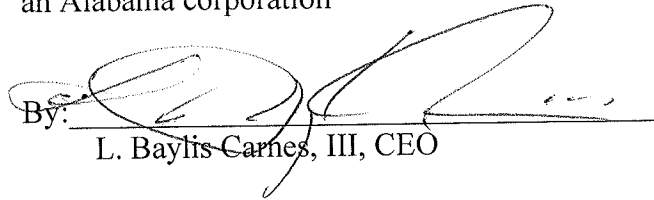
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature on the Following Page]

The Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 20, 2018.

ELMORE SAND & GRAVEL, INC.,
an Alabama corporation

By: 
L. Baylis Carnes, III, CEO

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

U.S. Trademark Registration No. **4417485**
Registration Date: October 15, 2013

