

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514719

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fred Weber, Inc.		03/14/2019	Corporation: DELAWARE
Bluff City Minerals, LLC		03/14/2019	Limited Liability Company: MISSOURI
J.T.R., Inc.		03/14/2019	Corporation: MISSOURI
Iron Mountain Trap Rock Company		03/14/2019	Corporation: MISSOURI
Fred Weber Reinforced Concrete Products, Inc.		03/14/2019	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4397331	ECO-BRAWN
Registration Number:	3210812	FRED WEBER INC
Registration Number:	2299182	BLUFF CITY
Registration Number:	3271801	BLUFF CITY MINERALS A SUBSIDIARY OF WEBE
Registration Number:	2221195	HIGHCAL
Registration Number:	1998550	HIGHCAL90PLUS
Registration Number:	5453792	IMTR
Registration Number:	1267141	IRON MOUNTAIN TRAP ROCK
Registration Number:	3267800	IRON MOUNTAIN TRAP ROCK COMPANY

CORRESPONDENCE DATA

Fax Number: 2158325619

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-14105
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/18/2019

Total Attachments: 6

source=(118234166)_ (1)_Patent and Trademark Security Agreement (PNC_FWI) (2)#page1.tif
source=(118234166)_ (1)_Patent and Trademark Security Agreement (PNC_FWI) (2)#page2.tif
source=(118234166)_ (1)_Patent and Trademark Security Agreement (PNC_FWI) (2)#page3.tif
source=(118234166)_ (1)_Patent and Trademark Security Agreement (PNC_FWI) (2)#page4.tif
source=(118234166)_ (1)_Patent and Trademark Security Agreement (PNC_FWI) (2)#page5.tif
source=(118234166)_ (1)_Patent and Trademark Security Agreement (PNC_FWI) (2)#page6.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is made as of this 14th day of March, 2019, by FRED WEBER, INC., a Delaware corporation ("FWI"), BLUFF CITY MINERALS, LLC, a Missouri limited liability company ("Bluff City"), J.T.R., INC., a Missouri corporation ("JTR"), IRON MOUNTAIN TRAP ROCK COMPANY, a Missouri corporation ("Iron Mountain"), and FRED WEBER REINFORCED CONCRETE PRODUCTS, INC., a Missouri corporation ("Concrete Products", together with FWI, Bluff City, JTR, and Iron Mountain, collectively the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations until the Obligations are Paid in Full, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, excluding the Excluded Property (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's United States trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill associated with the Trademarks, and licenses of any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto (however, not including any pending "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law);

(b) all of Grantor's United States patents and patent applications (collectively, "Patents"), and licenses of any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the Patents; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

6. [Reserved].

7. GOVERNING LAW. Section 16.1 of the Credit Agreement is hereby incorporated by reference as if set forth in full herein, *mutatis mutandis*.

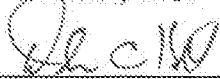
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission, PDF format, or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

FRED WEBER, INC.

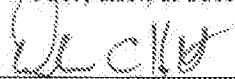
By: 
Name: Dale C. Hoette
Title: President

FRED WEBER REINFORCED CONCRETE PRODUCTS, INC.


By: 
Name: Dale C. Hoette
Title: President

BLUFF CITY MINERALS, LLC

By: Fred Weber, Inc., its sole member

By: 
Name: Dale C. Hoette
Title: President

J.T.R., INC.

By: 
Name: Dale C. Hoette
Title: Vice President

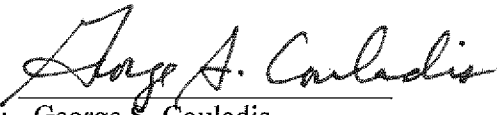
IRON MOUNTAIN TRAP ROCK COMPANY

By: 
Name: Dale C. Hoette
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement (Fred Weber)]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent






By: 
Name: George S. Couladis
Title: Senior Vice President

[Signature Page to Patent and Trademark Security Agreement (Fred Weber)]

TRADEMARK
REEL: 006593 FRAME: 0429

SCHEDULE I

Trade marks

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
Fred Weber, Inc.	USA	ECO-BRAWN	4397331	09/03/2013	85/640656	06/01/2012	Registered
Fred Weber, Inc.	USA		3210812	02/20/2007	78/793868	01/18/2006	Registered
Bluff City Minerals, LLC	USA	BLUFF CITY	2299182	12/14/1999	75/277012	04/18/1997	Registered
Bluff City Minerals, LLC	USA		3271801	07/31/2007	78/793854	01/18/2006	Registered
Bluff City Minerals, LLC	USA	HIGHCAL	2221195	02/02/1999	75/277022	04/18/1997	Registered
Bluff City Minerals, LLC	USA	HIGHCAL90PLUS *	1998550	09/03/1996	74/467310	12/08/1993	Registered
Iron Mountain Trap Rock Company	USA		5453792	04/24/2018	86/354299	07/31/2014	Registered
Iron Mountain Trap Rock Company	USA	IRON MOUNTAIN TRAP ROCK	1267141	02/14/1984	73/359607	04/13/1982	Registered
Iron Mountain Trap Rock Company	USA		3267800	07/24/2007	78/793861	01/18/2006	Registered
Iron Mountain Trap Rock Company	Canada		TMA74517 0	08/12/2009	1309137	07/14/2006	Registered

SCHEDULE I CONT'D

Patents

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
Fred Weber Inc.	USA	Hot-Mix Asphalt Paving Mixture	9,528,000	12/27/2016	14/094,280	12/02/2013	Granted