

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kerkstra Precast, LLC		03/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6056735	K KERKSTRA	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438-14-0617		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	04/09/2021		
Total Attachments: 5			
source=Kerkstra - Trademark Security Agreement (Revolver) (Executed)#page1.tif			
source=Kerkstra - Trademark Security Agreement (Revolver) (Executed)#page2.tif			
source=Kerkstra - Trademark Security Agreement (Revolver) (Executed)#page3.tif			

CH \$40.00 6056735

source=Kerkstra - Trademark Security Agreement (Revolver) (Executed)#page4.tif

source=Kerkstra - Trademark Security Agreement (Revolver) (Executed)#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of March 31, 2021, made by the undersigned grantor (a "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Revolving Credit Agreement, dated as of September 2, 2016, (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Fabcon East, LLC, Fabcon Companies, LLC, Fabcon Precast, LLC, Kerkstra Precast, LLC, the lenders party thereto, and Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of September 2, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Trademarks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security

interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

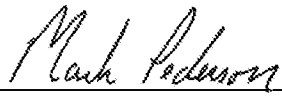
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KERKSTRA PRECAST, LLC

By: 
Name: Mark Pederson
Title: Secretary, Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association,
as Collateral Agent


By: *Krista Mfze*
Name: Krista Mfze
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007251 FRAME: 0803

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	OWNER/APPLICANT	REG./APP. NO.	DATE
	Kerkstra Precast, Inc.	RN: 6,056,735	5/19/2020

DOMAIN NAMES

DOMAIN NAME	REGISTRANT	BENEFICIAL OWNER	REGISTRAR
kerkstra.com	Kerkstra Precast, Inc.	Kerkstra Precast, Inc.	eNom, LLC - KVIHOSTING