

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. CONCRETE, INC.		06/25/2021	Corporation: DELAWARE
REDI-MIX, LLC		06/25/2021	Limited Liability Company: TEXAS
WMC IP, INC.		06/25/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	10 S. DEARBORN STREET, FLOOR L2N		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3954518	ARIDUS	
Registration Number:	3415322	EF TECHNOLOGY	
Registration Number:	3873706	EF TECHNOLOGY	
Registration Number:	3415323	EF TECHNOLOGY	
Registration Number:	3873707	EF TECHNOLOGY	
Registration Number:	2993255	SITE FRESH	
Registration Number:	4374520	USC TECHNOLOGIES	
Registration Number:	4374508	USC TECHNOLOGIES	
Registration Number:	4198511	QUADRASET	
Registration Number:	5707272	MOBILE-CRETE	
Registration Number:	6036718	WHERE'S MY CONCRETE	
Serial Number:	90723833	US CONCRETE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
TRADEMARK			

OP \$315.00 3954518

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1412076 TM IPSA

NAME OF SUBMITTER: RYLEIGH PETERSON

SIGNATURE: /RYLEIGH PETERSON/

DATE SIGNED: 06/28/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as it may be amended, restated, supplemented or modified from time to time, this “IP Security Agreement”) is entered into as of June 25, 2021, by and among U.S. Concrete, Inc., a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower from time to time party hereto (collectively with the Borrower, the “Grantors” and each a “Grantor”) and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent and collateral agent (the “Administrative Agent”) for the benefit of the Secured Parties.

PRELIMINARY STATEMENT

Reference is hereby made to (i) that certain Credit and Guaranty Agreement dated as of June 25, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Term Loan Agreement”), by and among the Borrower, the Subsidiaries of the Borrower party thereto as Guarantors, the Administrative Agent and the financial institutions party thereto from time to time as the Lenders and (ii) that certain Security Agreement dated as of June 25, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Term Loan Agreement and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this IP Security Agreement by the Borrower and the other Grantors for recording with the United States Patent and Trademark Office and the United States Copyright Office. The Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan Agreement and are willing to execute and deliver this IP Security Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Term Loan Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Term Loan Agreement also apply to this IP Security Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance when due by each Grantor of all of its present and future Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”):

(a) all patents and patent applications (including inventions and improvements described and claimed therein) set forth on Schedule A hereto;

(b) all trademarks (including service marks), trade names, trade dress and trade style, and the registrations and applications for registration thereof, and the goodwill of the business symbolized by the foregoing set forth on Schedule B hereto;

(c) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, and all renewals of any of the foregoing set forth on Schedule C hereto;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing and, to the extent applicable, all rights in the foregoing throughout the world;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing (including the right to settle suits involving claims and demands for royalties owing), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 5. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This IP Security Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Any signature to this IP Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 6. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this IP Security Agreement, the security interests and rights granted pursuant to this IP Security Agreement shall be subject to the terms, provisions and conditions of (and the exercise of any right or remedy by the Administrative Agent hereunder or thereunder shall be subject to the terms and conditions of) the ABL Intercreditor Agreement and any applicable Acceptable Intercreditor Agreement. In the event of any conflict between this IP Security Agreement and the

ABL Intercreditor Agreement or any applicable Acceptable Intercreditor Agreement, the ABL Intercreditor Agreement or any such Acceptable Intercreditor Agreement shall control, and no right, power or remedy granted to the Administrative Agent hereunder shall be exercised by the Administrative Agent, and no direction shall be given by the Administrative Agent in contravention of the ABL Intercreditor Agreement or any such Acceptable Intercreditor Agreement. To the extent that any covenants, representations or warranties set forth in this IP Security Agreement are untrue or incorrect solely as a result of the delivery to, or grant of possession or control to, the Administrative Agent in accordance with the terms of the ABL Intercreditor Agreement, such covenant, representation or warranty shall not be deemed to be untrue or incorrect for purposes of this IP Security Agreement.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

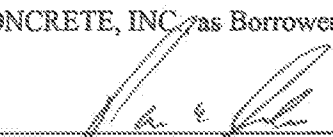
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IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this IP Security Agreement as of the date first above written.

GRANTORS:

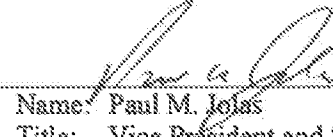
U.S. CONCRETE, INC. as Borrower and Grantor

by


Name: Paul M. Jolas
Title: Senior Vice President, General
Counsel, Secretary


REDI-MIX, LLC

by


Name: Paul M. Jolas
Title: Vice President and Secretary

WMC IP, INC.

by


Name: Paul M. Jolas
Title: Vice President and Secretary

{Signature Page to IP Security Agreement}

TRADEMARK
REEL: 007338 FRAME: 0060

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

by *Kody J. Nerios*

Name: Kody J. Nerios

Title: Authorized Officer

SCHEDULE A

Patents

Registered Owner	Title of Patent	Patent Number	Issue Date	Expiration Date
U.S. Concrete, Inc.	ACCELERATED DRYING CONCRETE COMPOSITIONS AND METHODS OF MANUFACTURING THEREOF	9,174,869	11/3/15	4/26/32
U.S. Concrete, Inc.	CEMENTITIOUS COMPOSITIONS FOR DECREASING THE RATE OF WATER VAPOR EMISSIONS FROM CONCRETE AND METHODS FOR PREPARING AND USING THE SAME	9,133,058	9/15/15	11/13/29
U.S. Concrete, Inc.	METHOD FOR ESTIMATING PROPERTIES OF CONCRETE	8,220,344	7/17/12	1/19/31
U.S. Concrete, Inc.	CONCRETE COMPOSITIONS WITH REDUCED DRYING TIME AND METHODS OF MANUFACTURING SAME	9,382,157	7/5/16	7/19/33
U.S. Concrete, Inc.	ACCELERATED DRYING CONCRETE COMPOSITIONS AND METHODS OF MANUFACTURING THEREOF	10,000,414	6/19/18	7/15/29
U.S. Concrete, Inc.	CONCRETE HAVING REDUCED SURFACE DRYING TIME AND CEMENTITIOUS COMPOSITIONS AND METHODS FOR MANUFACTURING SAME	10,233,119	3/19/19	7/19/33
Redi-Mix, LLC	DRY MIX FOR COMPOSITE CEMENT	9,676,668	6/13/17	12/18/34

SCHEDULE B

Trademarks

Registered Owner	Mark	Application/Registration Number	Registration Date
U.S. Concrete, Inc.	ARIDUS	IR 1071182 (US 3954518)	5/3/2011
U.S. Concrete, Inc.	EF TECHNOLOGY	3415322	4/22/2008
U.S. Concrete, Inc.	EF TECHNOLOGY	3873706	11/9/2010
U.S. Concrete, Inc.	EF TECHNOLOGY (and design)	3415323	4/22/2008
U.S. Concrete, Inc.	EF TECHNOLOGY (and design)	3873707	11/9/2010
U.S. Concrete, Inc.	SITE FRESH (stylized)	2993255	9/6/2005
U.S. Concrete, Inc.	US CONCRETE	IR 1186283 (US 90723833)	3/11/2014
U.S. Concrete, Inc.	USC TECHNOLOGIES	4374520	7/30/2013
U.S. Concrete, Inc.	USC TECHNOLOGIES (and design)	4374508	7/30/2013
Redi-Mix, LLC	QUADRASET	4198511	8/28/2012
Redi-Mix, LLC	MOBILE-CRETE	5707272	3/26/2019
WMC IP, Inc.	WHERE'S MY CONCRETE	6036718	4/21/2020

SCHEDULE C

Copyrights

Registered Owner	Title	Registration/Application Number	Expiration Date
WMC IP, Inc.	WheresMyConcrete Software and App	n/a	n/a

Schedule C

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