

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		08/26/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Concrete, Inc.		
<b>Street Address:</b>	331 North Main Street		
<b>City:</b>	Euless		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76039		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	WMC IP, Inc.		
<b>Street Address:</b>	331 North Main Street		
<b>City:</b>	Euless		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76039		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>Name:</b>	Redi-Mix, LLC		
<b>Street Address:</b>	331 North Main Street		
<b>City:</b>	Euless		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76039		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90723833	US CONCRETE	
<b>Registration Number:</b>	5707272	MOBILE-CRETE	
<b>Registration Number:</b>	6036718	WHERE'S MY CONCRETE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$90.00 90723833

TRADEMARK

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

**Phone:** 617-523-2700  
**Email:** susan.dinicola@hklaw.com,tyson.wanjura@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	09/15/2021

**Total Attachments: 5**

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## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made August 26, 2021 by BANK OF AMERICA, N.A., a national banking association ("Agent").

**WHEREAS**, reference is made to that certain (i) Fourth Amended and Restated Loan and Security Agreement dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented and/or modified to date, the "Loan Agreement"), among U.S. Concrete, Inc., a Delaware corporation ("US Concrete"), as a Borrower, the other Borrowers signatory thereto (together with US Concrete, collectively, "Borrowers"), the Guarantors signatory thereto (collectively, "Guarantors"), the financial institutions party thereto from time to time as lenders (collectively, "Lenders"), and Agent as agent for such Lenders and (ii) Intellectual Property Security Agreement dated as of July 14, 2021 (A) and recorded with the United States Patent and Trademark Office on July 19, 2021 at **Reel 7357, Frame 0961** with respect to the trademarks set forth on Schedule I attached hereto (collectively, the "Trademarks"), (B) and recorded with the United States Patent and Trademark Office on July 19, 2021 at **Reel 056897, Frame 0021** with respect to the patents set forth on Schedule II attached hereto (collectively, the "Patents") (C) with respect to the copyright set forth on Schedule III attached hereto (the "Copyright") which was not recorded with the United States Copyright Office (as amended, restated, amended and restated, supplemented and/or modified to date, the "IP Security Agreement"), by US Concrete, Redi-Mix, LLC, a Texas limited liability company ("Redi-Mix"), and WMC IP, Inc., a New Jersey corporation (together with US Concrete and Redi-Mix, collectively, "Grantors" and each a "Grantor") in favor of Agent. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement or IP Security Agreement, as applicable.

**WHEREAS**, under the IP Security Agreement, Grantor granted to Agent a continuing security interest in all of the right, title and interest of Grantor in and to the IP Collateral identified therein, including, but not limited to, the Trademarks, the Patents and the Copyright.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of itself, the Secured Parties and its and their respective successors and assigns, hereby (i) terminates the IP Security Agreement, (ii) releases, relinquishes and discharges any and all Liens on, and its security interest in and to the IP Collateral arising under the Security Documents, including, but not limited to, the Trademarks, the Patents and the Copyright, and any right, title or interest in or granted under the Security Documents in such Trademarks, Patents and Copyright, and (iii) authorizes the recordation of this Release by Grantors or their designee with the United States Patent and Trademark Office.

The Agent agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrower's cost.

This Release shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its authorized officer as of the day and year first written above.

BANK OF AMERICA, N.A.

By: T. J. Pump  
Name: Tanner J. Pump  
Title: Senior Vice President

[Signature Page to Release of Security Interests In Intellectual Property]

**TRADEMARK**  
**REEL: 007423 FRAME: 0256**

**SCHEDULE I**

**Trademarks**

Registered Owner	Mark	Application/Registration Number	Registration Date
U.S. CONCRETE, INC.	US CONCRETE	IR 1186283 (US 90723833)	3/11/14
REDI-MIX, LLC	MOBILE-CRETE	5707272	3/26/19
WMC IP, INC.	WHERE'S MY CONCRETE	6036718	4/21/20

**SCHEDULE II**

**Patents**

Registered Owner	Title of Patent	Patent Number	Issue Date	Expiration Date
U.S. Concrete, Inc.	CONCRETE HAVING REDUCED SURFACE DRYING TIME AND CEMENTITIOUS COMPOSITIONS AND METHODS FOR 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

**SCHEDULE III**

**Copyright**

Registered Owner	Title	Registration Application Number	Expiration Date
WMC IP, INC.	Where's My Concrete Software and App	n/a	n/a

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