

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716305

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UNITED STATES PIPE AND FOUNDRY COMPANY, LLC		03/18/2022	Limited Liability Company: ALABAMA
GRIFFIN PIPE PRODUCTS CO., LLC		03/18/2022	Limited Liability Company: DELAWARE
CUSTOM FAB, INC.		03/18/2022	Corporation: FLORIDA
BIO CLEAN ENVIRONMENTAL SERVICES, INC.		03/18/2022	Corporation: CALIFORNIA
MODULAR WETLAND SYSTEMS, INC.		03/18/2022	Corporation: CALIFORNIA
FORTERRA PIPE & PRECAST, LLC		03/18/2022	Limited Liability Company: DELAWARE
BEST BLOCK, LLC		03/18/2022	Limited Liability Company: GEORGIA
QUIKRETE INTERNATIONAL, INC.		03/18/2022	Corporation: DELAWARE
PAVESTONE, LLC		03/18/2022	Limited Liability Company: DELAWARE
CUSTOM BUILDING PRODUCTS, LLC		03/18/2022	Limited Liability Company: DELAWARE
CONTECH ENGINEERED SOLUTIONS LLC		03/18/2022	Limited Liability Company: OHIO
KEYSTONE RETAINING WALL SYSTEMS LLC		03/18/2022	Limited Liability Company: MINNESOTA
OBERFIELDS, LLC		03/18/2022	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO, NATIONAL ASSOCIATION, AS AGENT		
<b>Street Address:</b>	1100 ABERNATHY RD., SUITE 1600		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 124</b>			
		<b>TRADEMARK</b>	
		<b>REEL: 007669 FRAME: 0685</b>	

CH \$3115.00 90465476

Property Type	Number	Word Mark
Serial Number:	90465476	U.S. PIPE
Serial Number:	90465480	U.S. PIPE
Registration Number:	1358033	FIELD LOK
Registration Number:	2211343	FIELD LOK 350
Registration Number:	0926864	FLANGE-TYTE
Registration Number:	3645051	FULL FACE FLANGE-TYTE
Registration Number:	3413010	HP LOK
Registration Number:	2813594	MJ FIELD LOK
Registration Number:	3112733	MJ FIELD LOK
Registration Number:	3061160	MJ FIELD LOK
Registration Number:	3061161	MJ FIELD LOK
Registration Number:	1724982	POLYTHANE
Registration Number:	3765528	RING FLANGE-TYTE
Registration Number:	1547962	TR FLEX GRIPPER
Registration Number:	4317425	TR TELE FLEX
Registration Number:	1340059	TRIM TYTON
Registration Number:	0661920	TYTON
Registration Number:	0689360	TYTON
Registration Number:	1000063	TYTON
Registration Number:	1004188	TYTON
Registration Number:	0661552	TYTON JOINT
Registration Number:	1478262	U.S. PIPE
Registration Number:	0696636	USIFLEX
Registration Number:	0757356	USIFLEX
Registration Number:	1152887	USP
Registration Number:	0641265	USP
Registration Number:	1662197	XTRA FLEX
Registration Number:	4430102	U.S. PIPE FABRICATION
Registration Number:	4472238	U.S. PIPE FABRICATION
Registration Number:	4870983	NXT
Registration Number:	5266272	TR-XTREME
Registration Number:	3981436	SG-14
Registration Number:	1266864	TR FLEX
Registration Number:	2283075	GRIFFIN
Registration Number:	2283076	GRIFFIN-20
Registration Number:	4427477	CUSTOM CF FAB
Registration Number:	5356109	URBAN POND
Registration Number:	5143262	URBAN POND

Property Type	Number	Word Mark
Registration Number:	6368770	MODULAR WETLANDS
Registration Number:	4135487	WETLANDMOD
Registration Number:	3338850	MODULAR WETLANDS
Registration Number:	6113602	KRAKEN
Serial Number:	88642594	RED-E-DUCT
Registration Number:	5687296	SCICLONE
Registration Number:	5686904	SCICLONE
Registration Number:	5687297	BIO-CLEAN
Registration Number:	4798433	BIO CLEAN
Registration Number:	3047561	BIO CLEAN ENVIRONMENTAL SERVICES, INC.
Serial Number:	90100960	FASTCAST
Registration Number:	5065349	
Registration Number:	5065230	FORTERRA
Registration Number:	4015295	BIOMEDIA GREEN
Registration Number:	4015294	BIOMEDIA GREEN
Registration Number:	6034277	METALFIT
Registration Number:	5898008	M-FLEX
Registration Number:	5874626	ADAPT-A-BELL
Registration Number:	5303333	HDSS
Registration Number:	5269907	FLANGE-TYTE II
Registration Number:	0646725	TYTON JOINT
Registration Number:	0735180	
Registration Number:	5375252	TALON
Registration Number:	4011725	BIOMEDIA FILTER SCREEN
Registration Number:	4178224	NATURE AND TECHNOLOGY WORKING TOGETHER I
Registration Number:	4822468	TERRAGUARD
Registration Number:	6556095	QUIKJOINT
Registration Number:	6302328	AVANT
Registration Number:	6114818	CAPREZZO
Serial Number:	90794797	CITYSTONE
Registration Number:	6465340	ECO-ELITE
Serial Number:	90799240	ECO-PORTA
Registration Number:	6114819	EDMOND
Registration Number:	5537522	HARINGTON
Registration Number:	5448548	KEYSTONE COMPAC REGENCY
Serial Number:	90593086	LUNA
Registration Number:	5746441	MERITA STONE
Registration Number:	5671066	MURINO

Property Type	Number	Word Mark
Serial Number:	90164792	NOVA WALL
Registration Number:	5644681	REGAL STONE
Registration Number:	5644684	REGAL STONE PRO
Registration Number:	5448547	REGENCY
Registration Number:	6247029	SOMBRA
Registration Number:	5645587	VALERA
Registration Number:	5307298	VISAGE
Registration Number:	5840252	YOUR DREAMS. YOUR BUDGET.
Registration Number:	6143654	ABREZZIA
Serial Number:	87872002	WESTPORT
Serial Number:	90391096	BEST BLOCK
Serial Number:	90391079	BEST BLOCK CONSTRUCTION MATERIALS
Registration Number:	5182001	CITYLOCK
Registration Number:	6508196	CST
Registration Number:	6508192	CST
Registration Number:	6042900	DAKOTA BLACK SLAG
Registration Number:	6240318	DAKOTA BLACK SLAG
Registration Number:	5280649	ECO-CITYLOCK
Serial Number:	90391081	FLAGSTONE PAVERS
Serial Number:	90391067	FLAGSTONE PAVERS QUALITY & STRENGTH INTE
Registration Number:	5321630	GREENCORE USA SUSTAINABLE EFFICIENCY
Registration Number:	5321069	IPCMA · INTERNATIONAL · PACKAGED CONCRET
Serial Number:	90391092	MIDWEST BLOCK & BRICK
Serial Number:	90391076	MIDWEST BLOCK & BRICK
Serial Number:	90391063	PREMIER BUILDING SOLUTIONS
Registration Number:	5390772	PROFINISH 5000 BY QUIKRETE
Registration Number:	5390773	PRO FINISH 5000 BY QUIKRETE
Registration Number:	5137963	QPR NXGEN
Registration Number:	5228420	QUIK PIER
Registration Number:	5930192	QUIKRETE WALK MAKER
Registration Number:	5718221	RE-CAP
Registration Number:	5658086	SLINGBAG
Serial Number:	90391060	TARGET
Registration Number:	6508193	TREMRON WE MAKE IT EASY
Registration Number:	6114328	TSA TARGET SHOTCRETE ACCELERATOR
Registration Number:	6508198	TREMRON
Serial Number:	90391088	WILLAMETTE GRAYSTONE
Serial Number:	90391071	WG WILLAMETTE GRAYSTONE

Property Type	Number	Word Mark
Registration Number:	5344972	PROMURO WALL
Registration Number:	5249211	RETANI
Registration Number:	5562557	TAVERNA
Registration Number:	4227726	UB ULTRABELLE COLLECTION
Registration Number:	5280648	VALENDIA
Registration Number:	5300588	VENETIAN
Registration Number:	5328997	4 CARE
Registration Number:	5183291	SPEEDCOAT
Registration Number:	4481704	XP-1
Registration Number:	5183298	SPEEDSLOPE

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 415-591-1000

**Email:** TrademarksSF@winston.com

**Correspondent Name:** Becky Troutman

**Address Line 1:** 101 California Street

**Address Line 4:** San Francisco, CALIFORNIA 94111

**NAME OF SUBMITTER:** Becky L. Troutman (KER)

**SIGNATURE:** /Becky L. Troutman/

**DATE SIGNED:** 03/23/2022

**Total Attachments: 17**

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**TRADEMARK SECURITY AGREEMENT**  
(ABL)

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18th day of March, 2022, by and among UNITED STATES PIPE AND FOUNDRY COMPANY, LLC, an Alabama limited liability company, GRIFFIN PIPE PRODUCTS CO., LLC, a Delaware limited liability company, CUSTOM FAB, INC., a Florida corporation, BIO CLEAN ENVIRONMENTAL SERVICES, INC., a California corporation, MODULAR WETLAND SYSTEMS, INC., a California corporation, FORTERRA PIPE & PRECAST, LLC, a Delaware limited liability company, BEST BLOCK, LLC, a Georgia limited liability company, QUIKRETE INTERNATIONAL, INC., a Delaware corporation, PAVESTONE, LLC, a Delaware limited liability company, CUSTOM BUILDING PRODUCTS, LLC, a Delaware limited liability company, CONTECH ENGINEERED SOLUTIONS LLC, an Ohio limited liability company, KEYSTONE RETAINING WALL SYSTEMS LLC, a Minnesota limited liability company, OBERFIELDS, LLC, an Ohio limited liability company (each, a “Grantor” and, collectively, “Grantors”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 15, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among QUIKRETE Holdings, Inc. (the “Company” or the “US Borrower”), QUIKRETE Canada Holdings, Limited (the “Canadian Borrower” and, together with the US Borrower, are referred to hereinafter each individually as a “Borrower”, and collectively, as the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”) and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement (US Credit Parties), dated as of November 15, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

(i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule I attached hereto,

(ii) all extension and renewals thereof,

(iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing,

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof,

(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law, provided that upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051(c) or a statement of use under 15 U.S.C. § 1051(d) (or any successor provisions), such intent-to-use application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement.



Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 29 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**UNITED STATES PIPE AND FOUNDRY  
COMPANY, LLC  
GRIFFIN PIPE PRODUCTS CO., LLC  
CUSTOM FAB, INC.  
BIO CLEAN ENVIRONMENTAL SERVICES, INC.  
MODULAR WETLAND SYSTEMS, INC.  
FORTERRA PIPE & PRECAST, LLC  
BEST BLOCK, LLC  
QUIKRETE INTERNATIONAL, INC.  
PAVESTONE, LLC  
CUSTOM BUILDING PRODUCTS, LLC  
CONTECH ENGINEERED SOLUTIONS LLC  
KEYSTONE RETAINING WALL SYSTEMS LLC  
OBERFIELDS, LLC**

By:   
Name: David T. Jones  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 007669 FRAME: 0694**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: 

Name: Chance Haisler

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]