

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARGOS NORTH AMERICA CORP.		08/23/2022	Corporation: DELAWARE
ARGOS USA LLC		08/23/2022	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON
Street Address:	240 Greenwich Street - Floor 7 East
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85412343	CONCREFLOW
Serial Number:	85412339	CONCREPAVE
Serial Number:	85412331	DRAIN CRETE
Serial Number:	85220640	G-CRETE
Serial Number:	85412252	PALETTE CRETE
Serial Number:	85220661	PRIMEGREEN
Serial Number:	85220670	TOPGREEN
Serial Number:	97129667	SUPERCEM
Serial Number:	97114315	FLORIDA SUPER 'N' SAND
Serial Number:	97114319	FLORIDA SUPER
Serial Number:	97114324	MAGNOLIA
Serial Number:	72132354	BRICK-LOK
Serial Number:	97362100	ECOSTRONG PLC
Serial Number:	97178108	SOUTHERN STAR

CORRESPONDENCE DATA

Fax Number: 2122919868

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: (212) 558-4229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele A. DeMarco
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SIGNATURE:	/Raffaele A. DeMarco/
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DATE SIGNED:	08/23/2022
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Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 23, 2022, by ARGOS NORTH AMERICA CORP. and ARGOS USA LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of THE BANK OF NEW YORK MELLON, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of August 23, 2022, made by ARGOS NORTH AMERICA CORP., a Delaware corporation (the "Borrower") and the Guarantors party thereto in favor of the Collateral Agent pursuant to which the Pledgors are 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 Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. For purposes of this Trademark Security Agreement, "Trademarks" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, brand names, and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether established, applied for or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) goodwill associated with the foregoing, (ii) rights and privileges arising under applicable law with respect to any of the foregoing, (iii) extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or violations thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following property, in all cases wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property, including any United States trademark or service mark application filed on the basis of

any Pledgor's intent-to-use such mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the U.S. Patent and Trademark Office of a verified "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.

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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, this Trademark Security Agreement shall terminate, and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien and security interest in the Trademark Collateral granted 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, each Pledgor 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,

ARGOS NORTH AMERICA CORP.,
as Pledgor

By: *Felipe Aristizabal*
Name: Felipe Aristizabal
Title: Vice President and Treasurer

ARGOS USA LLC,
as Pledgor

By: *Felipe Aristizabal*
Name: Felipe Aristizabal
Title: Vice President and Treasurer

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By:



Name: Bret Derman
Title: Vice President

[Signature page to the Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Reg. No. (Appln No.)	Owner	Jurisdiction
CONCREFLOW	85412343	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
CONCREPAVE	85412339	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
DRAIN CRETE	85412331	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
G-CRETE	85220640	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
PALETTE CRETE	85412252	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
PRIMEGREEN	85220661	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
TOPGREEN	85220670	Argos North America Corp. (formerly Argos USA Corp.)	United States of America

Trademark Applications:

Trademark	Reg. No. (Appln No.)	Owner	Jurisdiction
SUPERCEM	97129667 In process of registration	Argos USA LLC (successor by merger to Argos Cement LLC)	United States of America
FLORIDA SUPER 'N' SAND	97114315 In process of registration	Argos USA LLC (successor by merger to Argos Cement LLC)	United States of America

FLORIDA SUPER	97114319 In process of registration	Argos USA LLC (successor by merger to Argos Cement LLC)	United States of America
MAGNOLIA	97114324 In process of registration	Argos USA LLC (successor by merger to Argos Cement LLC)	United States of America
BRICK-LOK	72132354	Argos USA LLC	United States of America
ECOSTRONG PLC	97362100 In process of registration	Argos USA LLC	United States of America
SOUTHERN STAR	97178108 In process of registration	Argos USA LLC (successor by merger to Southern Star Concrete Inc.)	United States of America

Schedule I