

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856661

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|---|---|-------------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SMYRNA READY MIX CONCRETE, LLC | | 11/20/2023 | Limited Liability Company: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION | | |
| Street Address: | 333 COMMERCE STREET, SUITE 900 | | |
| Internal Address: | ATTN: CORPORATE TRUST SERVICES | | |
| City: | NASHVILLE | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37201 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5659236 | SRM CONCRETE | |
| Registration Number: | 5584037 | QUALITY CONCRETE, UNMATCHED SERVICE | |
| Registration Number: | 5573431 | SRM CONCRETE | |
| Registration Number: | 5573429 | SRM CONCRETE | |
| Registration Number: | 5644794 | SRM | |
| Registration Number: | 5644793 | SRM | |
| Registration Number: | 5657088 | WE MAKE THE MIX | |
| Registration Number: | 5772539 | SMYRNA READY MIX CONCRETE | |
| Registration Number: | 5683203 | SMYRNA READY MIX | |
| Serial Number: | 98035312 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <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: | 2124552592 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | COURTNEY WELSHIMER, ESQ. | | |
| Address Line 1: | SIMPSON THACHER & BARTLETT LLP | | |

CH \$265.00 5659236

Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509335/3524

NAME OF SUBMITTER: COURTNEY WELSHIMER

SIGNATURE: /CW/

DATE SIGNED: 11/28/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of November 20, 2023, by SMYRNA READY MIX CONCRETE, LLC (the “Grantor”), in favor of U.S. Bank Trust Company, National Association, in its capacity as notes collateral agent for the Secured Parties (in such capacity, the “Notes Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Notes Collateral Agreement dated as of November 20, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Notes Collateral Agreement”) in favor of the Notes Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Notes Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Notes Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) (x) all United States trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, social and mobile media identifiers, other source or business identifiers and designs of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate applicable federal law or impair the validity or enforceability of any registration that issues from such “intent-to-use” application under applicable federal law), and all renewals thereof, and (y) all IP Agreements under which a

Grantor is an exclusive licensee of registered or applied-for Trademarks, including, in the case of both (x) and (y), those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Notes Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Notes Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes Collateral 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 Notes Collateral Agreement, the provisions of the Notes Collateral Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which when taken together will constitute but one contract, and will become effective as provided in Section 7.04 of the Notes Collateral Agreement. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original.

SECTION 6. Governing Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT.

[Signature page follows]

IN WITNESS WHEREOF, the 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.

SMYRNA READY MIX CONCRETE, LLC
as a Grantor

By: 

Name: Jeff Hollingshead

Title: Chief Executive Officer

Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Trademark | Serial No. / Reg. No. | Owner |
|--|----------------------------------|--------------------------------|
| SRM CONCRETE & design | 5659236 | Smyrna Ready Mix Concrete, LLC |
| QUALITY CONCRETE, UNMATCHED SERVICE | 5584037 | Smyrna Ready Mix Concrete, LLC |
| SRM CONCRETE | 5573431 | Smyrna Ready Mix Concrete, LLC |
| SRM CONCRETE & design | 5573429 | Smyrna Ready Mix Concrete, LLC |
| SRM & design | 5644794 | Smyrna Ready Mix Concrete, LLC |
| SRM | 5644793 | Smyrna Ready Mix Concrete, LLC |
| WE MAKE THE MIX | 5657088 | Smyrna Ready Mix Concrete, LLC |
| SMYRNA READY MIX CONCRETE | 5772539 | Smyrna Ready Mix Concrete, LLC |
| SMYRNA READY MIX | 5683203 | Smyrna Ready Mix Concrete, LLC |
| DESIGN ONLY | 98/035312 | Smyrna Ready Mix Concrete, LLC |

EXCLUSIVE LICENSES OF REGISTERED OR APPLIED-FOR TRADEMARKS

None.