

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Texas Industries, Inc.		07/05/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	231 South LaSalle Street		
<b>Internal Address:</b>	Mail Code: IL1-231-08-30		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60697		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0817643	TXI	
Registration Number:	2575229	TXI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147455400		
<b>Email:</b>	docket@winstead.com		
<b>Correspondent Name:</b>	Winstead Sechrest & Minick P.C.		
<b>Address Line 1:</b>	P.O. Box 50784		
<b>Address Line 2:</b>	Sanford E. Warren, Jr.		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Sandford E. Warren, Jr.		
<b>Signature:</b>	/Sanford E. Warren, Jr./		

CH \$65.00 0817643

Date:

08/15/2005

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

(Texas Industries, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between TEXAS INDUSTRIES, INC., a Delaware corporation ("Debtor"), and BANK OF AMERICA, N.A. ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of June 30, 2005 (such agreement, together with all amendments and restatements, the "Credit Agreement") among Debtor, certain subsidiaries of Debtor, Secured Party and each of the Lenders party thereto.

### R E C I T A L S:

A. The Debtor and the Secured Party have entered into that certain Security Agreement, dated as of July 6, 2005 (such agreement, together with all amendments and restatements, the "Security Agreement"); all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

"Trademarks" means all right, title, and interest of Debtor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof set forth in Item A of Attachment 1 attached hereto, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) all Trademarks;
- (2) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto; and
- (3) all Trademark Licenses, including all Trademark Licenses referred to in Item C of Attachment 1 attached hereto; and
- (4) all Proceeds of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of July, 2005.

DEBTOR:

TEXAS INDUSTRIES, INC.

By: Mel G. Brekhus  
Mel G. Brekhus  
President and Chief Executive Officer

SECURED PARTY:

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 5th day of July, 2005.

DEBTOR:

TEXAS INDUSTRIES, INC.

By: \_\_\_\_\_  
Mel G. Brekhus  
President and Chief Executive Officer

SECURED PARTY:

BANK OF AMERICA, N.A., as Administrative Agent

By: David A. Johanson  
Name: \_\_\_\_\_ David A. Johanson  
Title: \_\_\_\_\_ Vice President

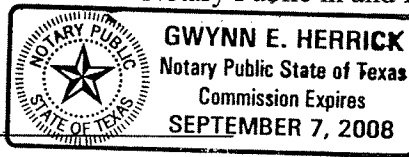
ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me this 5<sup>th</sup> day of July, 2005, by Mel G. Brekhus, as President and Chief Executive Officer of Texas Industries, Inc., a Delaware corporation, on behalf of such corporation.

Gwynn E. Herrick  
Notary Public in and for the State of Texas

{Seal}



My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_\_ day of July, 2005, by \_\_\_\_\_, as \_\_\_\_\_ of Bank of America, N.A., on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the State of Illinois

{Seal}

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me this \_\_\_\_ day of July, 2005, by Mel G. Brekhus, as President and Chief Executive Officer of Texas Industries, Inc., a Delaware corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

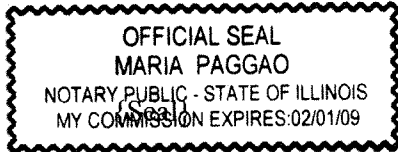
{Seal}

My commission expires: \_\_\_\_\_

STATE OF Illinois       §  
                                     §  
COUNTY OF COOK       §

This instrument was acknowledged before me this 6th day of July, 2005, by David A. Johanson, as Vice President of Bank of America, N.A., on behalf of such corporation.

Maria Paggao  
Notary Public in and for the State of Illinois



My commission expires: 2/1/09



Schedule 1  
to  
Trademark Security Agreement

Item A. TRADEMARKS.

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>
Texas Industries, Inc.	TXI (word and design)	2575229
Texas Industries, Inc.	TXI (word and design)	0817643

Item B. TRADEMARK APPLICATIONS – NONE.

Item C. TRADEMARK LICENSES – NONE.