

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metromont Corporation		10/18/2012	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	15 South Main Street		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3770872	METROMONT	
CORRESPONDENCE DATA			
Fax Number:	7043533692		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043317400		
Email:	cindy.owens@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2817366.00688		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/Karl S. Sawyer, Jr./		

OP \$40.00 3770872

Date:

10/23/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of October 18, 2012 by and between METROMONT CORPORATION, a South Carolina corporation (the "**Grantor**") and WELLS FARGO BANK, N.A., successor by merger to Wachovia Bank, National Association (the "**Bank**"), for the benefit of the Bank to secure the Obligations (as defined in the Security Agreement) of Grantor, MC Financial, LLC, a South Carolina limited liability company ("**MCF**"), Royal Concrete Concepts, LLC, a Florida limited liability company ("**Royal**"), Concrete Investments Florida, LLC, a Florida limited liability company ("**CIF**"), MC Land Holdings, LLC, a South Carolina limited liability company ("**MCLH**"), Metromont Services, LLC, a South Carolina limited liability company ("**MS**"), Metromont Specialty Products, LLC, a South Carolina limited liability company ("**MSP**"), CIP Building Systems, LLC, a South Carolina limited liability company ("**CIPBS**"), CIP Equipment, LLC, a South Carolina limited liability company ("**CIPE**") and Metromont Travel, LLC, a Delaware limited liability company ("**MT**", and collectively with MCF, Royal, CIF, MCLH, MS, MSP, CIPBS and CIPE, "**Guarantors**") and any subsidiary of the Grantor who may become party to the Security Agreement (each, an "**Additional Grantor**" and collectively, the "**Additional Grantors**" and together with the Guarantors and Grantor, the "**Borrower Parties**") pursuant to that certain Amended and Restated Security Agreement, dated as of October [], 2012, by and among the Bank and the Borrower Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and the other Loan Documents (as defined in the Loan Agreement). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Security Agreement.

This Agreement is subject to the provisions of that certain Amended and Restated Loan Agreement (as amended, restated, supplemented or otherwise modified from time to time, "**Loan Agreement**") between Bank and Grantor of even date herewith.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or (b) injury to the goodwill associated with any Trademark or Trademark registration; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement or the Security Agreement, the provisions of the Loan Agreement or the Security Agreement, respectively, shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first written above.

METROMONT CORPORATION, as Grantor

By: *Richard H. Pennell, Jr.* (SEAL)
Name: Richard H. Pennell, Jr.
Title: President and CEO

[Signature Pages Continue]

Agreed and Accepted as of the
date first written above.

WELLS FARGO BANK, N.A.,

By: Mark Anderson Smith (SEAL)
Name: Mark Anderson Smith
Title: Vice President

[Trademark Security Agreement – Metromont Corporation – Wells Fargo Bank, N.A. Signature Page]

TRADEMARK
REEL: 004886 FRAME: 0330

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Issue Date</u>
METROMONT	3,770,872	4/6/2010

TRADEMARK APPLICATIONS

None.

[Trademark Security Agreement – Metromont Corp.]