

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDI-MIX, LLC		12/17/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 MAIN STREET		
Internal Address:	11TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4198511	QUADRASET	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	136133.00006		
NAME OF SUBMITTER:	Elizabeth R. Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	12/22/2014		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2014, is entered into by REDI-MIX, LLC, a Texas limited liability company ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, the "Agent") for the Lenders.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain First Amended and Restated Loan and Security Agreement dated as of October 29, 2013, among Grantor, certain Subsidiaries of Grantor, the financial institutions from time to time party thereto (the "Lenders"), and the Agent (as amended, restated, supplemented or modified from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to the Agent, for the benefit of the Secured Parties, in all of Grantor's trademarks, trade names, service marks, logos and all registrations and recordings thereof and applications (other than "intent to use" applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks and trademark applications listed on Schedule 1 hereto (collectively, the "Secured Trademarks").

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

1. Grant of Security Interest.

(a) Grantor hereby pledges, collaterally assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Agent under the Loan Agreement and is subject to the terms, conditions and provisions of the Intercreditor Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are further set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Termination of Security Interest.

The security interest created hereby shall terminate in accordance with the terms and conditions set forth in the Loan Agreement.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THEREOF) AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BANK OF AMERICA, N.A.,
as Agent

By: *Hance VanBeber*
Name: Hance VanBeber
Title: Senior Vice President

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

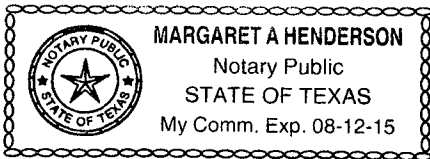
On December 19, 2014, before me, the undersigned, a notary public in and for said state and county, personally appeared Hance VanBeber personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Senior Vice President on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL

(NOTARIAL STAMP OR SEAL)

Margaret A. Henderson
Notary Public

My Commission Expires:
8.12.2015



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

Trademarks:

Name of Grantor	Trademark	Registration Date	Registration Number
Redi-Mix, LLC	QUADRASET	8/28/2012	4198511