

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572512

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. CONCRETE, INC.		04/17/2020	Corporation: DELAWARE
REDI-MIX, LLC		04/17/2020	Limited Liability Company: TEXAS
WMC IP, INC.		04/17/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
<b>Street Address:</b>	101 NORTH TRYON STREET		
<b>Internal Address:</b>	5TH FLOOR, MAC LEGAL DEPT, NC1-001-05-45		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3954518	ARIDUS	
<b>Registration Number:</b>	3415322	EF TECHNOLOGY	
<b>Registration Number:</b>	3873706	EF TECHNOLOGY	
<b>Registration Number:</b>	3415323	EF TECHNOLOGY	
<b>Registration Number:</b>	3873707	EF TECHNOLOGY	
<b>Registration Number:</b>	2993255	SITE FRESH	
<b>Registration Number:</b>	4493511	US CONCRETE	
<b>Registration Number:</b>	4374520	USC TECHNOLOGIES	
<b>Registration Number:</b>	4374508	USC TECHNOLOGIES	
<b>Registration Number:</b>	4198511	QUADRASET	
<b>Registration Number:</b>	5707272	MOBILE-CRETE	
<b>Serial Number:</b>	88625146	WHERE'S MY CONCRETE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$315.00 3954518

**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:** 2023704750  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Nathan Mullins  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	MACKENZIE KORF
<b>SIGNATURE:</b>	/MACKENZIE KORF/
<b>DATE SIGNED:</b>	04/17/2020

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as it may be amended, restated, supplemented or modified from time to time, this “IP Security Agreement”) is entered into as of April 17, 2020, by and among U.S. Concrete, Inc., a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower from time to time party hereto (each a “Grantor” and collectively, the “Grantors”) and Bank of America, N.A., in its capacity as the administrative agent and collateral agent (the “Administrative Agent”) for the benefit of the Secured Parties.

## PRELIMINARY STATEMENT

Reference is hereby made to (i) that certain Credit and Guaranty Agreement dated as of April 17, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Term Loan Agreement”), by and among the Borrower, the Subsidiaries of the Borrower party thereto as Guarantors, the Administrative Agent and the financial institutions party thereto from time to time as the Lenders and (ii) that certain Security Agreement dated as of April 17, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Term Loan Agreement and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this IP Security Agreement by the Borrower and the other Grantors for recording with the United States Patent and Trademark Office and the United States Copyright Office. The Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan Agreement and are willing to execute and deliver this IP Security Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Term Loan Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Term Loan Agreement also apply to this IP Security Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance when due by each Grantor of all of its present and future Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”):

(a) all patents and patent applications (including inventions and improvements described and claimed therein) set forth on Schedule A hereto;

(b) all trademarks (including service marks), trade names, trade dress and trade style, and the registrations and applications for registration thereof, and the goodwill of the business symbolized by the foregoing set forth on Schedule B hereto;

(c) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, and all renewals of any of the foregoing set forth on Schedule C hereto;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing and, to the extent applicable, all rights in the foregoing throughout the world;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing (including the right to settle suits involving claims and demands for royalties owing), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 5. Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This IP Security Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic imaging means (*e.g.* “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this IP Security Agreement, the security interests and rights granted pursuant to this IP Security Agreement shall be subject to the terms, provisions and conditions of (and the exercise of any right or remedy by the Administrative Agent hereunder or thereunder shall be subject to the terms and conditions of) the ABL Intercreditor Agreement and any applicable Acceptable Intercreditor Agreement. In the event of any conflict between this IP Security Agreement and the ABL Intercreditor Agreement or any other applicable Acceptable Intercreditor Agreement, the ABL Intercreditor Agreement or such Acceptable Intercreditor Agreement shall control, and no right, power or remedy granted to the Administrative Agent hereunder shall be exercised by the Administrative Agent, and no direction shall be given by the Administrative Agent in contravention of the ABL Intercreditor Agreement or such Acceptable Intercreditor Agreement. To the extent that any covenants, representations or warranties set forth in this IP Security Agreement are untrue or

incorrect solely as a result of the delivery to, or grant of possession or control to, the Administrative Agent in accordance with the terms of the ABL Intercreditor Agreement, such covenant, representation or warranty shall not be deemed to be untrue or incorrect for purposes of this IP Security Agreement.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

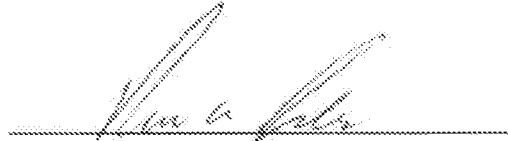
*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this IP Security Agreement as of the date first above written.

GRANTORS:

U.S. CONCRETE, INC., as Borrower and Grantor

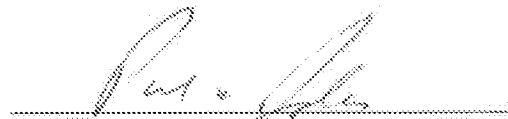
by



Name: Paul M. Jolas  
Title: Senior Vice President, General  
Counsel, Secretary

REDI-MIX, LLC

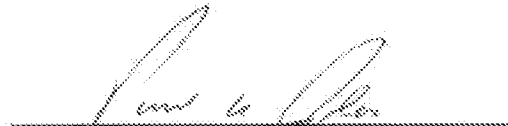
by



Name: Paul M. Jolas  
Title: Vice President and Secretary

WMC IP, INC.

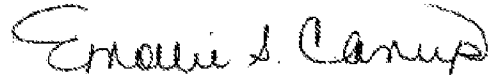
by



Name: Paul M. Jolas  
Title: Vice President and Secretary

ADMINISTRATIVE AGENT:

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

A handwritten signature in cursive script that reads "Mollie S. Canup".

by

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Name: Mollie S. Canup  
Title: Vice President

SCHEDULE A

Patents

Registered Owner	Title of Patent	Patent Number	Issue Date	Expiration Date
U.S. Concrete, Inc.	ACCELERATED DRYING CONCRETE COMPOSITIONS AND METHODS OF MANUFACTURING THEREOF	9,174,869	11/3/15	4/26/32
U.S. Concrete, Inc.	CEMENTITIOUS COMPOSITIONS FOR DECREASING THE RATE OF WATER VAPOR EMISSIONS FROM CONCRETE AND METHODS FOR PREPARING AND USING THE SAME	9,133,058	9/15/15	11/13/29
U.S. Concrete, Inc.	METHOD FOR ESTIMATING PROPERTIES OF CONCRETE	8,220,344	7/17/12	1/19/31
U.S. Concrete, Inc.	CONCRETE HAVING REDUCED SURFACE DRYING TIME AND CEMENTITIOUS COMPOSITIONS AND METHODS FOR MANUFACTURING SAME	9,382,157	7/5/16	7/19/33
U.S. Concrete, Inc.	ACCELERATED DRYING CONCRETE COMPOSITIONS AND METHODS OF MANUFACTURING THEREOF	10,000,414	6/19/18	7/15/29
U.S. Concrete, Inc.	CONCRETE HAVING REDUCED SURFACE DRYING TIME AND CEMENTITIOUS COMPOSITIONS AND METHODS FOR MANUFACTURING SAME	10,233,119	3/19/19	7/19/33
Redi-Mix, LLC	DRY MIX FOR COMPOSITE CEMENT	9,676,668	6/13/17	12/18/34



SCHEDULE B

Trademarks

Registered Owner	Mark	Application/Registration Number	Registration Date
U.S. Concrete, Inc.	ARIDUS	IR 1071182 (US 3954518)	5/3/2011
U.S. Concrete, Inc.	EF TECHNOLOGY	3415322	4/22/2008
U.S. Concrete, Inc.	EF TECHNOLOGY	3873706	11/9/2010
U.S. Concrete, Inc.	EF TECHNOLOGY (and design)	3415323	4/22/2008
U.S. Concrete, Inc.	EF TECHNOLOGY (and design)	3873707	11/9/2010
U.S. Concrete, Inc.	SITE FRESH (stylized)	2993255	9/6/2005
U.S. Concrete, Inc.	US CONCRETE	IR 1186283 (US 4493511)	3/11/2014
U.S. Concrete, Inc.	USC TECHNOLOGIES	4374520	7/30/2013
U.S. Concrete, Inc.	USC TECHNOLOGIES (and design)	4374508	7/30/2013
Redi-Mix, LLC	QUADRASET	4198511	8/28/2012
Redi-Mix, LLC	MOBILE-CRETE	5707272	3/26/2019
WMC IP, Inc.	WHERE'S MY CONCRETE	88625146	n/a

SCHEDULE C

Copyrights

Registered Owner	Title	Registration/Application Number	Expiration Date
WMC IP, Inc.	WheresMyConcrete Software and App	n/a	n/a

Schedule C

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