

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMYRNA READY MIX CONCRETE, LLC		11/06/2020	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
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	
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:	(212)455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		

CH \$240.00 5659236

ATTORNEY DOCKET NUMBER:	509265/2287
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	01/07/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of November 6, 2020 by Smyrna Ready Mix Concrete, LLC (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain ABL Collateral Agreement dated as of November 6, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the 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 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 Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such 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 such Grantor or in which such 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirm that the rights and remedies of the Collateral Agent with respect to the security interest 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security 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 Security 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, 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

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: 
Name: Angela Leake
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007158 FRAME: 0152

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Declaration of Use Due	Class	Registered Owner
SRM CONCRETE and Design	USA	Registered	87721424	12/14/17	5659236	1/22/25	7, 19	Smyrna Ready Mix Concrete, LLC
QUALITY CONCRETE, UNMATCHED SERVICE	USA	Registered	87640353	10/10/17	5584037	10/16/24	19, 35, 40	Smyrna Ready Mix Concrete, LLC
SRM CONCRETE	USA	Registered	87640346	10/10/17	5573431	10/2/2024	19, 35, 40	Smyrna Ready Mix Concrete, LLC
SRM CONCRETE and Design	USA	Registered	87640335	10/10/17	5573429	10/2/2024	19, 35, 40	Smyrna Ready Mix Concrete, LLC
SRM and Design	USA	Registered	87635471	10/05/17	5644794	1/1/25	19, 35, 37, 40	Smyrna Ready Mix Concrete, LLC
SRM	USA	Registered	87635465	10/05/17	5644793	1/1/25	19, 35, 37, 40	Smyrna Ready Mix Concrete, LLC
WE MAKE THE MIX	USA	Registered	87635455	10/05/17	5657088	1/15/25	19, 35, 40	Smyrna Ready Mix Concrete, LLC
SMYRNA READY MIX CONCRETE	USA	Registered	87635426	10/05/17	5772539	6/11/25	19, 35, 40	Smyrna Ready Mix Concrete, LLC
SMYRNA READY MIX	USA	Registered	87635381	10/5/17	5683203	2/26/25	19	Smyrna Ready Mix Concrete, LLC

EXCLUSIVE LICENSES OF REGISTERED OR APPLIED-FOR TRADEMARKS

None.