

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. CONCRETE, INC.		07/14/2021	Corporation: DELAWARE
WMC IP, INC.		07/14/2021	Corporation: NEW JERSEY
REDI-MIX, LLC		07/14/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	MAILCODE TX 1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5707272	MOBILE-CRETE	
Registration Number:	6036718	WHERE'S MY CONCRETE	
Serial Number:	90723833	US CONCRETE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	136133.00006		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	07/19/2021		

OP \$90.00 5707272

Total Attachments: 7

source=07.14.21 [USC] IP Security Agreement (4th A&R Loan Agreement) - EXECUTED(85482695.1)#page1.tif

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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 July 14, 2021, by and among U.S. Concrete, Inc., a Delaware corporation (the “Company”), the Subsidiaries of the Company from time to time party hereto (collectively with the Company, the “Grantors” and each a “Grantor”) and Bank of America, N.A., a national banking association, in its capacity as agent for the Lenders (the “Agent”).

PRELIMINARY STATEMENT

Reference is hereby made to that certain Fourth Amended and Restated Loan and Security Agreement dated as of June 25, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “ABL Loan Agreement”), by and among the Company and certain Subsidiaries of the Company party thereto as Borrowers, certain Subsidiaries of the Company party thereto as Guarantors, the Agent and the financial institutions party thereto from time to time as the Lenders. The Lenders have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth in the ABL 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 Company 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 Borrowers pursuant to the ABL 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 ABL Loan Agreement. The rules of construction specified in Section 1.4 of the ABL 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 Agent and 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 Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the ABL Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the ABL Loan 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 ABL Loan Agreement, the terms of the ABL Loan 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 Agent and when the Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Any signature to this IP Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

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 Agent hereunder or thereunder shall be subject to the terms and conditions of) the Intercreditor Agreement. In the event of any conflict between this IP Security Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control, and no right, power or remedy granted to the Agent hereunder shall be exercised by the Agent, and no direction shall be given by the Agent in contravention of the 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 Agent in accordance with the terms of the 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 Texas.

[Signature Page Follows]

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

GRANTORS:

U.S. CONCRETE, INC.

By: 

Name: Paul M. Jolas

Title: Senior Vice President, General Counsel and Secretary

WMC IP, INC.

REDI-MIX, LLC

By: 

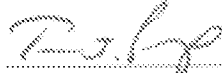
Name: Paul M. Jolas

Title: Vice President and Secretary

[Signature Page to IP Security Agreement]

AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Tanner J. Phipps
Title: Senior Vice President

[Signature Page to IP Security Agreement]

TRADEMARK

REEL: 007357 FRAME: 0966

SCHEDULE A

Patents

Registered Owner	Title of Patent	Patent Number	Issue Date	Expiration Date
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

SCHEDULE B

Trademarks

Registered Owner	Mark	Application/Registration Number	Registration Date
U.S. CONCRETE, INC.	US CONCRETE	IR 1186283 (US 90723833)	3/11/14
REDI-MIX, LLC	MOBILE-CRETE	5707272	3/26/19
WMC IP, INC.	WHERE'S MY CONCRETE	6036718	4/21/20

SCHEDULE C

Copyrights

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

Schedule C