

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TEALSTONE RESIDENTIAL CONCRETE, INC.		12/20/2022	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A., as Administrative Agent		
<b>Street Address:</b>	320 South Canal Street		
<b>Internal Address:</b>	15th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87086388	CCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127018637		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	19625800		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	12/20/2022		
<b>Total Attachments: 5</b>			
source=BMO Sterling Trademark Security Agreement -- EXECUTED 12.20.22#page1.tif			
source=BMO Sterling Trademark Security Agreement -- EXECUTED 12.20.22#page2.tif			
source=BMO Sterling Trademark Security Agreement -- EXECUTED 12.20.22#page3.tif			

CH \$40.00 87086388

source=BMO Sterling Trademark Security Agreement -- EXECUTED 12.20.22#page4.tif  
source=BMO Sterling Trademark Security Agreement -- EXECUTED 12.20.22#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 20, 2022, is by TEALSTONE RESIDENTIAL CONCRETE, INC., a Texas corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., as Administrative Agent for the Secured Parties (in such capacity, "Grantee").

### WITNESSETH:

WHEREAS, Grantor and certain of its Affiliates has entered into that certain Credit Agreement dated as of October 2, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement"), with the Grantee, pursuant to which the Grantee and the Lenders have agreed to make certain financial accommodations to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor, certain of Grantor's Affiliates and Grantee have entered into that certain Pledge and Security Agreement, dated as of October 2, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to the Debtors, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, uniform resource locations (URLs), internet domain names, service marks, sound marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each of the foregoing set forth in Section 2.1 and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; and

2.3 all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or

dilution of any trademark or any trademarks exclusively licensed under any intellectual property License, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement secures the payment and performance of the Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

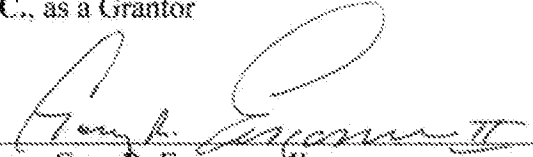
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterpart signature pages, each of which shall constitute an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement and such counterpart shall be deemed to be an original hereof.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of New York.

*[Remainder of page intentionally left blank; signature page follows]*

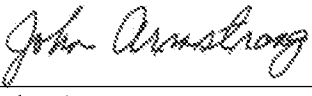
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TEALSTONE RESIDENTIAL CONCRETE,  
INC., as a Grantor**

By:   
Name: Gary R. Engasser, Jr.  
Title: President

Acknowledged:

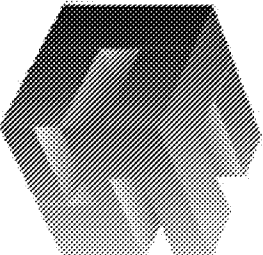
**BMO HARRIS BANK N.A.**, as Grantee

By: 

Name: John Armstrong

Title: Managing Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>APPLICATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
TEALSTONE RESIDENTIAL CONCRETE, INC.	 [CCS]	87086388	06/28/2016	5133585	01/31/2017