

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Continental Cement Company, L.L.C.	05/27/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Sankaty Advisors, LLC, as Agent
Street Address:	111 Huntington Ave.
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	5269234
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(617)526-9899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6175269600
Email:	cslattery@proskauer.com
Correspondent Name:	Christine Slattery
Address Line 1:	Proskauer Rose LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	66478/008
NAME OF SUBMITTER:	Christine Slattery
Total Attachments: 6 source=Second Lien IP Security Agreement#page1.tif source=Second Lien IP Security Agreement#page2.tif source=Second Lien IP Security Agreement#page3.tif source=Second Lien IP Security Agreement#page4.tif	

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**PATENT**  
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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**

Amended and Restated Patent and Trademark Security Agreement (this "Patent and Trademark Security Agreement"), dated as of May 27, 2010, by Continental Cement Company, L.L.C., a Delaware limited liability company (which is the successor by merger to Continental Cement Company, L.L.C., a Missouri limited liability company) (the "Grantor"), in favor of Sankaty Advisors, LLC, as Agent for the Secured Parties (in such capacity, the "Agent").

**W I T N E S S E T H:**

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement dated as of May 27, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) registered Trademarks of the Grantor listed on Schedule II attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent and Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.12 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents and the Trademarks under this Patent and Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the Patents and Trademarks.

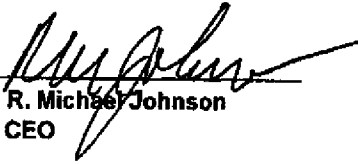
SECTION 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent and Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Amendment and Restatement. This Patent and Trademark Security Agreement is an amendment, restatement and continuation of, and not a novation of, that certain Patent, Trademark and License Security Agreement dated as of September 9, 2004, and executed by the Grantor in favor of the Agent, as amended by that certain First Amendment to Patent, Trademark and License Security Agreement dated as of July 21, 2006. All references in the Loan Documents to the Patent and Trademark Security Agreement and any other references of similar import shall henceforth mean this Patent and Trademark Security Agreement, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent for the ratable benefit of the Secured Parties pursuant to this Patent and Trademark Security Agreement and the exercise of any right or remedy by the Agent or any Secured Party hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent and Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy.

*[Signature pages follow.]*

Continental Cement Company, L.L.C.,  
as Grantor

By:   
Name: R. Michael Johnson  
Title: CEO

Signature Page to Second Lien IP Security Agreement

Sankaty Advisors, LLC,  
as Agent

By: Michael Ewald

Name:

Title: Michael Ewald  
Managing Director

Signature Page to Second Lien IP Security Agreement

**Schedule I**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

**Patents:**

<b>OWNER</b>	<b>PATENT NUMBER</b>	<b>DESCRIPTION</b>
Continental Cement Company, L.L.C.	5,269,234	Method for Processing Solid, Hazardous Waste Material for Use as a Fuel

**Patent Applications:**

None.

**Schedule II**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations:**

None.

**Trademark Applications:**

None.