

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Georgia Architectural Stone, Inc.</td> <td>06/29/2010</td> </tr> <tr> <td>Georgia Stone Quarries, Inc.</td> <td>06/29/2010</td> </tr> <tr> <td>Polycor Vetrazzo, Inc.</td> <td>06/29/2010</td> </tr> </tbody> </table>		Name	Execution Date	Georgia Architectural Stone, Inc.	06/29/2010	Georgia Stone Quarries, Inc.	06/29/2010	Polycor Vetrazzo, Inc.	06/29/2010				
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RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Regions Bank</td> </tr> <tr> <td>Street Address:</td> <td>One Glenlake Parkway</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 400</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30328</td> </tr> </table>		Name:	Regions Bank	Street Address:	One Glenlake Parkway	Internal Address:	Suite 400	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30328
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: (404)522-8409</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 404-420-5527</p> <p>Email: rbirdwell@phrd.com</p> <p>Correspondent Name: Rhonda J. Birdwell, Paralegal – PHRD</p> <p>Address Line 1: 285 Peachtree Center Avenue</p> <p>Address Line 2: Suite 1500</p> <p>Address Line 4: Atlanta, GEORGIA 30303</p>													
ATTORNEY DOCKET NUMBER:	3717-104												
NAME OF SUBMITTER:	Bobbi Acord												
Total Attachments: 11													

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made this 29 day of June, 2010, among **REGIONS BANK**, an Alabama banking corporation, having an office at One Glenlake Parkway, Suite 400, Atlanta, Georgia 30328 (together with its successors and assigns, "Lender"), **GEORGIA ARCHITECTURAL STONE, INC.**, a Delaware corporation ("GAS"), **GEORGIA STONE QUARRIES, INC.**, a Delaware corporation ("GSQ"), and **POLYCOR VETRAZZO, INC.**, a Delaware corporation ("Vetrazzo"; GAS, GSQ and Vetrazzo are hereinafter referred to collectively as "Companies"), each having its principal place of business at 200 Georgia Marble Lane, Tate, Georgia 30177.

Recitals:

The Companies have entered into or may hereafter enter into a certain Joinder Agreement, Supplement and Third Amendment to Loan and Security Agreement dated the date hereof (the "Third Amendment") in order, among other things, to amend certain terms of that certain Loan and Security Agreement dated January 29, 2009 (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among the Companies and Lender.

A condition to the Lender's willingness to enter into the Third Amendment is Companies' execution and delivery of this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Companies hereby agree with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender, a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) the entire right, title and interest of such Company in and to the patent applications and patents listed in Exhibit A attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "Patents"); and

(b) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

3. Each Company covenants with and warrants to Lender that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) The Companies are now and shall continue to be the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any Liens other than Permitted Liens;

(c) The Companies have the unqualified right to enter into this Agreement and perform its terms; and

(d) The Companies have used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with their use of the Patents and have made, and will continue to make all appropriate filings with the United States Patent and Trademark Office and any applicable foreign filing offices to maintain the Patents in existence, including, without limitation, filing all necessary documents with the United States Patent and Trademark Office and any applicable foreign filing offices for each Patent to maintain it without loss of protection therefor.

4. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Patents with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Companies in the regular and ordinary course of the Companies' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Companies' obligations under this Agreement.

5. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 shall automatically apply thereto and the Companies shall give to Lender prompt notice thereof in writing.

6. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future patents and patent applications.

7. Each Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to Companies and the Collateral as set forth in the Loan Agreement.

8. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to any Company, each of which the Companies hereby expressly waive, collect directly any payments due any Company in respect of the Patent Collateral, or sell at public or private sale or otherwise realize upon the whole or

from time to time any of the Patent Collateral, or any interest that any Company may have therein. Each Company hereby agrees that ten (10) days notice to the Companies of any public or private sale or other disposition of any of the Patent Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Patent Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Patent Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

9. Each Company hereby makes, constitutes and appoints Lender, and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the maintenance of or to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Patent Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens, or otherwise, in protecting, maintaining and preserving any Patent Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Patent Collateral, shall be borne and paid by the Companies (it being the intent of the Companies and Lender that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Patents) or, if paid by Lender in its sole discretion, shall be reimbursed by the Companies to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable to Base Rate Loans.

11. The Companies shall use their commercially reasonable efforts to detect any infringers of the Patents and shall notify Lender in writing of material infringements detected. The Companies shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any patent application for a Patent pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make application on unpatented but

patentable inventions (subject to Companies' reasonable discretion in the ordinary course of business, or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect each Patent and to do any and all acts that are deemed necessary or desirable by Lender to preserve and maintain all rights in patent applications for each Patent, unless in any such case the Companies have determined that such Patent is no longer material to the conduct of their business. Any expenses incurred in connection with such an application or proceedings shall be borne by the Companies. No Company shall abandon any pending patent application or Patent, without the prior written consent of Lender, unless the Companies have determined that such patent application or Patent is no longer necessary or material to the conduct of their business.

12. Notwithstanding anything to the contrary contained in Section 11 hereof, Lender shall have the right, at any time that an Event of Default exists, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Patents or license hereunder, in either of which events the Companies shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender in aid of such enforcement or defense and the Companies shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 12.

13. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then, to the extent permitted by applicable law, Lender may discharge such obligations in the Companies' name or in Lender's name, in Lender's sole discretion, but at the Companies' expense, and the Companies agree to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Patents or Lender's interest therein pursuant to this Agreement.

14. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Patent Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof,

and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in Section 6 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

19. Each Company hereby waives notice of Lender's acceptance hereof.

20. **This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.**

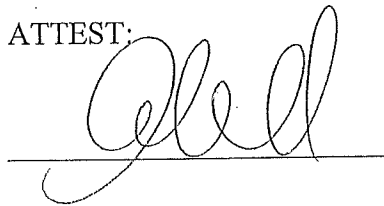
21. **To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Patent Collateral.**

[Signatures commence on following page.]

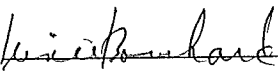
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

COMPANIES:

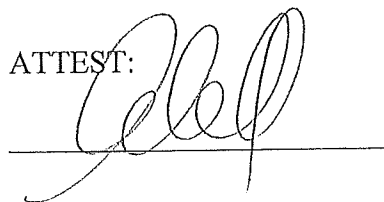
ATTEST:




GEORGIA ARCHITECTURAL STONE, INC.

By: 
Name: _____
Title: _____

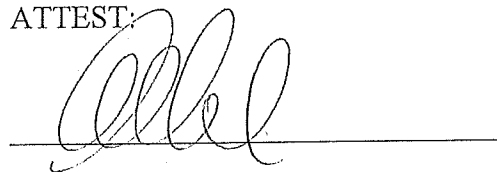
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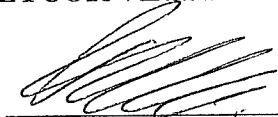
GEORGIA STONE QUARRIES, INC.

By: 
Name: _____
Title: _____

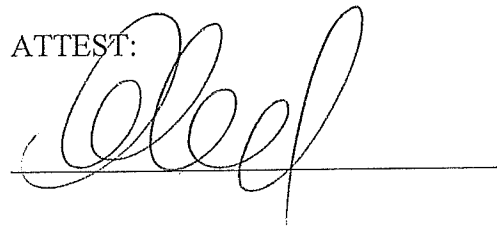
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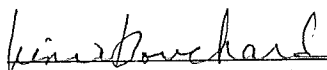


POLYCOR VETRAZZO, INC.

By: 
Name: Paul-François POULIOT
Title: Chief Financial Officer

ATTEST:

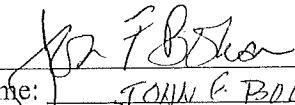


By: 
Name: Irénée BOUCHARD
Title: Authorized Representative

[Signatures continued on following page.]

Accepted in Atlanta, Georgia:

REGIONS BANK

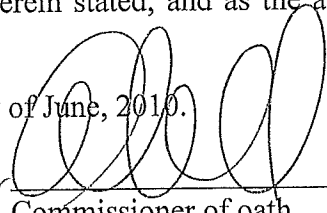
By: 
Name: JOHN E. BONNON
Title: VP

PROVINCE OF QUEBEC)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Irénée Bouchard, the Chairman of the Board of **GEORGIA ARCHITECTURAL STONE, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND on this 29 day of June, 2010.



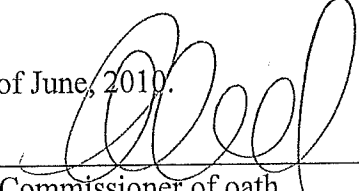
Commissioner of oath
My Commission Expires:

PROVINCE OF QUEBEC)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Irénée Bouchard, the Chairman of the Board of **GEORGIA STONE QUARRIES, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND on this 29 day of June, 2010.

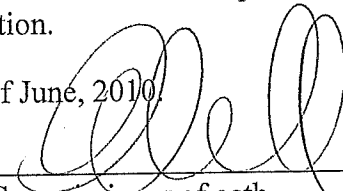


Commissioner of oath
My Commission Expires:

PROVINCE OF QUEBEC

BEFORE ME, the undersigned authority, on this day personally appeared Paul-François Pouliot and Irénée Bouchard, respectively, the Chief Financial Officer and the Authorized representative of **POLYCOR VETRAZZO, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND on this 29 day of June, 2010.



Commissioner of oath
My Commission Expires:

STATE OF _____)
_____))
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____, the _____ of **REGIONS BANK**, an Alabama bank, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of June ___, 2010.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

PROVINCE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of **POLYCOR VETRAZZO, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

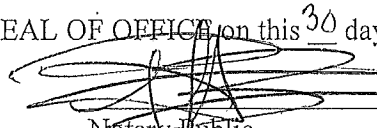
GIVEN UNDER MY HAND on this ___ day of June ___, 2010.

Commissioner of oath
My Commission Expires:

STATE OF Georgia)
COUNTY OF Fulton)

BEFORE ME, the undersigned authority, on this day personally appeared _____, JOHN BOHAN, the VICE PRESIDENT of **REGIONS BANK**, an Alabama bank, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30 day of June ___, 2010.



Notary Public

My Commission Expires: Aug 15, 2011

[NOTARIAL SEAL]

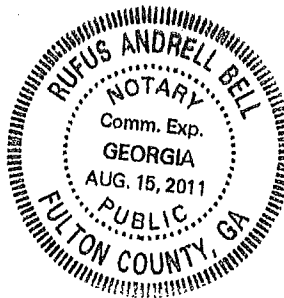


EXHIBIT A

Patents

None.

Patent Applications

<u>Owner</u>	<u>Patent Application</u>	<u>Federal Serial Number</u>	<u>Application Date</u>
Polycor Vetrazzo, Inc.	CEMENTITIOUS COMPOSITION INCORPORATING HIGH LEVELS OF GLASS AGGREGATE FOR PRODUCING SOLID SURFACES	11/218,343	August 31, 2005