

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
San Diego Precast Concrete, Inc.	08/31/2010
RECEIVING PARTY DATA	
Name:	U.S. Bank National Association
Street Address:	150 Fourth Avenue North, 2nd Floor
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6892722
CORRESPONDENCE DATA	
Fax Number:	(212)492-0562
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	menakaplan@paulweiss.com, aashville@paulweiss.com
Correspondent Name:	Menachem Kaplan
Address Line 1:	1285 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	19350-001
NAME OF SUBMITTER:	Menachem Kaplan
Total Attachments: 10 source=US concrete first lien patent sec interest#page1.tif source=US concrete first lien patent sec interest#page2.tif source=US concrete first lien patent sec interest#page3.tif source=US concrete first lien patent sec interest#page4.tif source=US concrete first lien patent sec interest#page5.tif source=US concrete first lien patent sec interest#page6.tif	

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FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of August 31, 2010, is entered into by and among U.S. CONCRETE, INC., a Delaware corporation, SAN DIEGO PRECAST CONCRETE, INC., a Delaware corporation (each a "**Grantor**", and collectively, the "**Grantors**"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as trustee and noteholder collateral agent (the "**Noteholder Collateral Agent**") for the Secured Parties.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Pledge and Security Agreement dated as of the date hereof among the Grantors and the Noteholder Collateral Agent (as such agreement may be amended, restated, supplemented or modified from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, each Grantor is required to grant a security interest to the Noteholder Collateral Agent, for the benefit of the Secured Parties, in all of the Grantors' patents and all registrations and recordings thereof and applications in connection therewith, whether now owned or hereafter acquired, and wherever located, including the patents listed on Schedule 1 hereto (collectively, the "**Secured Patents**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Noteholder Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby pledges, collaterally assigns and grants to the Noteholder Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Secured Patents of such Grantor, including all reissues, extensions or renewals thereof.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Noteholder Collateral Agent under the Security Agreement and is subject to the terms and conditions of the Intercreditor Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are further set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Termination of Security Interest.

The security interest created hereby shall terminate in accordance with the terms and conditions set forth in the Security Agreement.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Noteholder Collateral Agent may modify this Agreement, after obtaining the Grantors' signatures to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any patents currently owned by the Grantors or any patents acquired by the Grantors after the execution hereof or to delete any reference to any right, title or interest in any patents in which the Grantors no longer have or claim any right, title or interest.

4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Noteholder Collateral Agent and the Grantors and their respective successors and permitted assigns. The Grantors shall not, without the prior written consent of the Noteholder Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors and the Noteholder Collateral Agent
have caused this Agreement to be duly executed and delivered as of the date first above written.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

U.S. CONCRETE, INC.

By: 

Name: Michael W. Harlan

Title: Chief Executive Officer and President

ALBERTA INVESTMENTS, INC.

ALLIANCE HAULERS, INC.

ATLAS REDI-MIX, LLC

ATLAS-TUCK CONCRETE, INC.

BEALL CONCRETE ENTERPRISES, LLC

BEALL INDUSTRIES, INC.

BEALL INVESTMENT CORPORATION, INC.

BEALL MANAGEMENT, INC.

HAMBURG QUARRY LIMITED LIABILITY
COMPANY

REDI-MIX CONCRETE, L.P.

REDI-MIX GP, LLC

REDI-MIX, LLC

By: 

Name: Michael W. Harlan

Title: President

KURTZ GRAVEL COMPANY

SUPERIOR HOLDINGS, INC.

TITAN CONCRETE INDUSTRIES, INC.

USC ATLANTIC, INC.

USC MICHIGAN, INC.

By: 

Name: Michael W. Harlan

Title: Vice President and Secretary

EASTERN CONCRETE MATERIALS, INC.

By: 

Name: Michael W. Harlan

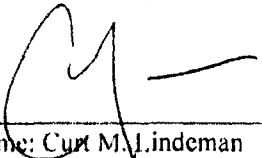
Title: President and Secretary

Signature Page to Patent Security Agreement

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AMERICAN CONCRETE PRODUCTS, INC.
BRECKENRIDGE READY MIX, INC.
BUILDERS' REDI-MIX, LLC
BWB, INC. OF MICHIGAN
CENTRAL CONCRETE SUPPLY CO., INC.
CENTRAL PRECAST CONCRETE, INC.
INGRAM CONCRETE, LLC
MG, LLC
SAN DIEGO PRECAST CONCRETE, INC.
SMITH PRE-CAST, INC.
SIERRA PRECAST, INC.
SUPERIOR CONCRETE MATERIALS, INC.
U.S. CONCRETE ON-SITE, INC.
USC MANAGEMENT CO., LLC
USC PAYROLL, INC.
USC TECHNOLOGIES, INC.

By:

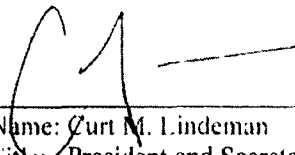


Name: Curt M. Lindeman

Title: Vice President and Secretary

LOCAL CONCRETE SUPPLY & EQUIPMENT,
LLC
MASTER MIX CONCRETE, LLC
MASTER MIX, LLC
NYC CONCRETE MATERIALS, LLC
PEBBLE LANE ASSOCIATES, LLC

By:

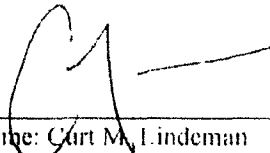


Name: Curt M. Lindeman

Title: President and Secretary

CONCRETE ACQUISITION III, LLC
CONCRETE ACQUISITION IV, LLC
CONCRETE ACQUISITION V, LLC
CONCRETE ACQUISITION VI, LLC
CONCRETE XXXIII ACQUISITION, INC.
CONCRETE XXXIV ACQUISITION, INC.
CONCRETE XXXV ACQUISITION, INC.
CONCRETE XXXVI ACQUISITION, INC.

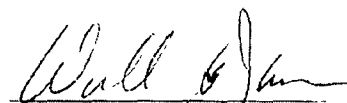
By:


Name: Curt M. Lindeman
Title: President

Signature Page to Patent Security Agreement

RIVERSIDE MATERIALS, LLC

By:

A handwritten signature in black ink, appearing to read "Wallace H. Johnson", written over a horizontal line.

Name: Wallace H. Johnson

Title: President and Secretary

Signature Page to Patent Security Agreement

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U.S. BANK NATIONAL ASSOCIATION,
as Noteholder Collateral Agent

By: Wally Jones
Name: WALLY JONES
Title: VICE PRESIDENT

SCHEDULE 1

PATENT SECURITY AGREEMENT

Patents:

Date	Grantor	Patent No.	Title	Country
5/17/2005	San Diego Precast Concrete Inc	6,892,722	GRILLING APPARATUS	US
9/17/2002	U S Concrete Inc	6,451,105	CEMENTITIOUS COMPOSITION WITH LIMESTONE ACCELERATOR	US

Patent Applications:

Date	Grantor	Application No.	Title	Country
7/15/2009	U S Concrete Inc	12/503,610	Confidential	US
7/15/2009	U S Concrete Inc	12/503,622	Confidential	US
7/15/2010	U S Concrete Inc	PCT US2010/042109	Confidential	PCT
7/15/2010	U S Concrete Inc	PCT US2010/042056	Confidential	PCT

Schedule 1-1

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