

9/9/10

09-09-2010



EET

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documents or the new address(es) below.

To the Director of the U.S. Patent

1. Name of conveying party(ies)

U.S. Concrete, Inc.
and
San Diego Precast Concrete, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Internal Address: _____

Street Address: 2200 Ross Avenue, 9th Floor

City: Dallas

State: Texas

Country: USA

Zip: 75220

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 31, 2010

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

12/503,610 and 12/503,622

B. Patent No.(s)

6,892,722 and 6,451,105

Additional numbers attached? Yes No



5. Name and address to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas

Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Julie H. Cooper
Signature

9/8/2010
Date

Julie H. Cooper
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENTPatents:

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

SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND 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 JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as administrative agent (the "**Administrative Agent**") for the Lenders.

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 Administrative 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 Administrative 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 Administrative Agent hereby agree as follows:

1. **Grant of Security Interest.**

(a) Each Grantor hereby pledges, collaterally assigns and grants to the Administrative 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 Administrative Agent under the Security Agreement and is subject to the terms, conditions and provisions 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 Administrative 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 Administrative Agent and the Grantors and their respective successors and permitted assigns. The Grantors shall not, without the prior written consent of the Administrative 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, Grantors and Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

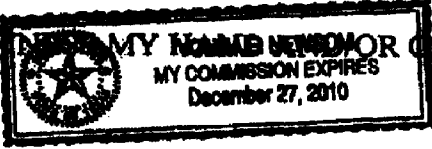
GRANTORS:

SAN DIEGO PRECAST CONCRETE, INC., a
Delaware corporation

By: _____
Name: **Curt M. Lindeman**
Title: **Vice President and Secretary**

STATE OF Texas)
COUNTY of Harris) ss:

On August 2, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Curt M. Lindeman, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President and Secretary, on behalf of San Diego Precast Concrete, Inc., a Delaware corporation, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its bylaws and/ or the resolutions of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.


(NOTARIAL STAMP OR SEAL)

Vonnie E. [Signature]
Notary Public

My Commission Expires:
12/27/10

[Signature Page to Patent Security Agreement]

By: [Signature]
Name: Curt M. Lindeman
Title: Vice President

STATE OF Texas)
) ss:
COUNTY OF Harris

On August 3, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared Curt M. Lindeman, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President, on behalf of U.S. Concrete, Inc., a Delaware corporation, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its bylaws and/ or the resolutions of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Stephanie A. Collins
Notary Public

My Commission Expires:
7/3/2012

[Signature Page to Patent Security Agreement]

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

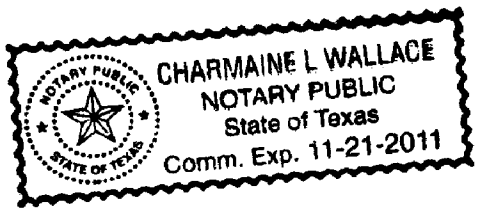
By: *Mario Quintanilla*
Name: *Mario Quintanilla*
Title: *VICE PRESIDENT*

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On August *30*, 2010, before me, the undersigned, a notary public in and for said state and county, personally appeared *Mario Quintanilla*, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a *Vice President* on behalf of JPMorgan Chase Bank, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Charmaine L. Wallace
Notary Public

My Commission Expires:

[Signature Page to Patent Security Agreement]

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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