

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hawkeye Concrete Products Co.	11/17/2011
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Administrative Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12721898
Patent Number:	5720993
Patent Number:	7832703
Application Number:	12861216
CORRESPONDENCE DATA	
Fax Number:	(312)863-7827
Phone:	312-201-3927
Email:	rebecca.silva@goldbergekohn.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Rebecca Silva, Paralegal
Address Line 1:	c/o Goldberg Kohn Ltd.
Address Line 2:	55 E. Monroe St., Suite 3300
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	4975.120

OP \$160.00 12721898

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**PATENT
 REEL: 027259 FRAME: 0390**

NAME OF SUBMITTER:

Rebecca Silva

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 17, 2011 by Hawkeye Concrete Products Co., an Iowa corporation ("Grantor"), in favor of Madison Capital Funding LLC, as a Lender and as administrative agent ("Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among KHKI Acquisition, Inc. ("Borrower"), a Delaware corporation and an affiliate of Grantor, Agent and the Persons signatory thereto from time to time as lenders ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, together with certain of Grantor's affiliates, including Borrower, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of March 12, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement") and that certain Reaffirmation of Loan Documents dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Reaffirmation Agreement"); and

WHEREAS, pursuant to the Collateral Agreement and Reaffirmation Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents (as defined in the Collateral Agreement) including, but not limited to, the federally registered Patents referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Patent; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or (ii) injury to the goodwill associated with any Patent.

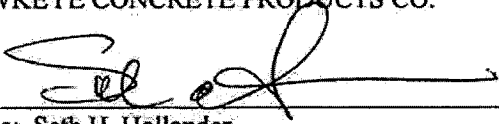
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement and as reaffirmed by the Reaffirmation Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement and reaffirmed by the Reaffirmation Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This 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 Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

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

HAWKEYE CONCRETE PRODUCTS CO.

By: 
Name: Seth H. Hollander
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By _____
Name _____
Title _____

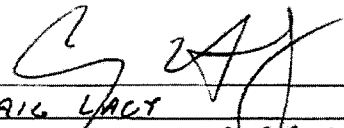
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HAWKEYE CONCRETE PRODUCTS CO.

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By  _____
Name CRAIG LACY
Title SENIOR MANAGING DIRECTOR

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Jurisdiction	Title	Patent Number	Issue Date
Hawkeye Concrete Products Co.	United States	Tangle free spacer cart	12/721898 (application)	03/11/10 (file date)
Hawkeye Concrete Products Co.	United States	Collapsible core for concrete pipe making apparatus	5720993	02/24/98
Hawkeye Concrete Products Co.	United States	Apparatus and method for protecting lined concrete pipe during the manufacturing process	7832703	11/16/10
Hawkeye Concrete Products Co.	United States	Apparatus and Method for Destructive Load Testing	12/861216	08/23/10 (file date)