

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
Giant Cement Company	07/31/2012
RECEIVING PARTY DATA	
Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7776150
CORRESPONDENCE DATA	
Fax Number:	3026365454
Phone:	202-408-3121 x2348
Email:	JBERG@CSCINFO.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:	Corporation Service Co.-J.Paterson
Address Line 1:	1090 Vermont Avenue, NW
Address Line 2:	Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	301177-5-10-15-20 - TQ
NAME OF SUBMITTER:	Jody Berg
Total Attachments: 7 source=08-03-12 Giant Cement Company - PT#page1.tif	

CH \$40.00 7776150

source=08-03-12 Giant Cement Company - PT#page2.tif
source=08-03-12 Giant Cement Company - PT#page3.tif
source=08-03-12 Giant Cement Company - PT#page4.tif
source=08-03-12 Giant Cement Company - PT#page5.tif
source=08-03-12 Giant Cement Company - PT#page6.tif
source=08-03-12 Giant Cement Company - PT#page7.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Giant Cement Company

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: July 31, 2012

2. Name and address of receiving party(ies)

Name: Wilmington Trust,

National Association, as

Internal Address: Collateral Agent

Street Address: 50 South Sixth Street
Suite 1290

City: Minneapolis State: MN Zip: 55402

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

7,776,150

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ashurst LLP

Internal Address: _____

Attention: Damian Ridealgh;

Jessica Leyland; Matt Chiavaroli

Street Address: Times Square Tower

7 Times Square

City: New York State: NY Zip: 10036

6. Total number of applications and patents involved: ☐ 1

7. Total fee (37 CFR 3.41).....\$ _____

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Matthew Chiavaroli

Name of Person Signing

[Signature]

Signature

8/2/12

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Grant of Security Interest
in United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GIANT CEMENT HOLDING, INC., a Delaware corporation, having its chief executive office at 320-D Midland Parkway Summerville, SC 29485, GIANT RESOURCE RECOVERY, INC., a Virginia corporation, having its chief executive office at 320-D Midland Parkway Summerville, SC 29485, GIANT CEMENT COMPANY, a Delaware corporation, having its chief executive office at 654 Judge Street Harleyville, SC 29448, and DRAGON PRODUCTS COMPANY, LLC, a Delaware limited liability company, having its chief executive office at 34 Atlantic Place South Portland, Me 04106 (each of the foregoing, a "Grantor", and collectively, the "Grantors"), hereby grant to WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent for the Finance Parties, (the "Grantee"), with offices at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, a security interest in all of each Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

1. each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
2. each Patent License, including each Patent License listed on Schedule A hereto;
3. each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
4. each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
5. all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

Notwithstanding anything herein to the contrary, in no event will the Patent and Trademark Collateral include and no Grantor will be deemed to have granted a security interest in any of its right, title or interest in any Patent and Trademark Collateral if the grant of such security interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantors, the Grantee and certain other parties dated as of July 31, 2012, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
_____ day of _____, 20__.

GIANT CEMENT HOLDING, INC., as Grantor

By: _____
Name:
Title:

GIANT RESOURCE RECOVERY, INC., as Grantor

By: _____
Name:
Title:

GIANT CEMENT COMPANY, as Grantor

By: _____
Name:
Title:

DRAGON PRODUCTS COMPANY, LLC, as Grantor

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent on behalf of the Finance
Parties, as Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
day of Aug. 2012

GIANT CEMENT HOLDING, INC., as Grantor

By: [Signature]
Name:
Title:

GIANT RESOURCE DISCOVERY, INC., as Grantor

By: [Signature]
Name:
Title:

GIANT CEMENT COMPANY, as Grantor

By: [Signature]
Name:
Title:

ERACON PRODUCTS COMPANY, LLC, as Grantor

By: [Signature]
Name:
Title:

Signature Page to the Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Date	Issue Title	Country	Patent Holder
6,308,618	30/10/2001	Method of Compacting With Shearing Compactor Pump	USA	Giant Resource Recovery, Inc. (formerly known as Solite Corporation)
7,776,150	17/08/2010	Improved Process and Apparatus for Handling Synthetic Gypsum	USA	Giant Cement Company

PATENT LICENSES

None

TRADEMARKS

Owner	Registration No.	Country	Issue Date	Mark
Giant Cement Holding Inc.	3,257,525	USA	03/07/2007	GIANT
Giant Cement Holding Inc.	3,289,402	USA	11/09/2007	GIANT MIX and design
Giant Cement Holding Inc.	3,257,538	USA	03/07/2007	Miscellaneous design (SPHINX)
Giant Cement Holding Inc.	3,257,539	USA	03/07/2007	GRR! And design
Giant Cement Holding Inc.	3,289,408	USA	11/09/2007	KEYSTONE
Giant Cement Holding Inc.	3,559,372	USA	13/01/2009	BUY KEYSTONE AMERICA and design
Dragon Products Company, LLC	3,433,893	USA	27/05/2008	DRAGON
Dragon Products Company, LLC	3,433,892	USA	27/05/2008	Design (Dragon)

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None