

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3159384

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO SECOND LIEN PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	U.S. CONCRETE, INC.	12/17/2014
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A.	
Street Address:	901 MAIN STREET	
Internal Address:	11TH FLOOR	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75202	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	13947715	
Application Number:	61673927	
Application Number:	61709428	
PCT Number:	US2013051356	
CORRESPONDENCE DATA		
Fax Number:	(617)523-6850	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6175735850	
Email:	elizabeth.burkhard@hklaw.com	
Correspondent Name:	ELIZABETH BURKHARD/HOLLAND & KNIGHT LLP	
Address Line 1:	10 ST. JAMES AVENUE	
Address Line 2:	11TH FLOOR	
Address Line 4:	BOSTON, MASSACHUSETTS 02116	
ATTORNEY DOCKET NUMBER:	136133.00006	
NAME OF SUBMITTER:	ELIZABETH R. BURKHARD	
SIGNATURE:	/Elizabeth Burkhard/	
DATE SIGNED:	12/22/2014	
Total Attachments: 5		

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**FIRST AMENDMENT TO
SECOND LIEN PATENT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO SECOND LIEN PATENT SECURITY AGREEMENT (this "**Amendment**"), dated as of December 17, 2014, is entered into by U.S. CONCRETE, INC., a Delaware corporation ("**Grantor**"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, the "**Agent**") for the Lenders.

WHEREAS, Grantor and the Agent are party to that certain First Amended and Restated Loan and Security Agreement, dated as of October 29, 2013, among Grantor, certain Subsidiaries of Grantor, the financial institutions from time to time party thereto (the "**Lenders**"), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), which amended and restated that certain Loan and Security Agreement dated as of August 31, 2012, among Grantor, certain Subsidiaries of Grantor, the financial institutions party thereto and the Agent;

WHEREAS, Grantor executed and delivered to the Agent that certain Second Lien Patent Security Agreement dated as of August 31, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Patent Security Agreement**") pursuant to which Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in all of Grantor's patents and all registrations and recordings thereof and applications in connection therewith (collectively, "**Patents**"), whether then owned or thereafter acquired, and wherever located;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on September 5, 2012, at Reel and Frame number 028914/0603; and

WHEREAS, Grantor and the Agent desire to amend the Patent Security Agreement as herein set forth.

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

1. **Definitions.** Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as in the Patent Security Agreement, as amended hereby.

2. **Amendment to Schedule 1.** Schedule 1 to the Patent Security Agreement, which is the schedule of Secured Patents, is hereby amended to add thereto the additional Patents set forth on Annex 1 to this Amendment. All references in the Patent Security Agreement to Schedule 1 shall be deemed references to Schedule 1 as amended and supplemented by this Amendment.

3. **Acknowledgments; Grant of Security Interest.**

(a) The parties hereto acknowledge and agree that all references in the Patent Security Agreement to the "Loan Agreement" shall be deemed references to the Loan Agreement as defined in this Amendment.

(b) Grantor acknowledges and agrees that the Patents referred to on Annex 1 hereto constitute Secured Patents. Grantor hereby pledges, collaterally assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under such Secured Patents, including all reissues, extensions or renewals thereof.

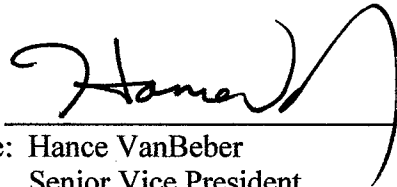
(c) The security interest granted hereby is subject to the terms, conditions and provisions of the Intercreditor Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are further set forth in the Loan Agreement. In the event of any conflict between the terms of this Amendment or the Patent Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

4. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Patent Security Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Patent Security Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and the Agent agree that the Patent Security Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

5. Counterparts. This Amendment 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 Amendment by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Amendment.

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BANK OF AMERICA, N.A.,
as Agent

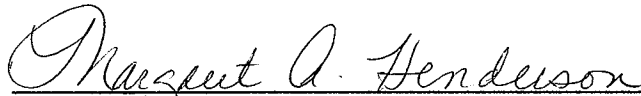
By: 
Name: Hance VanBeber
Title: Senior Vice President

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On December 19, 2014, before me, the undersigned, a notary public in and for said state and county, personally appeared Hance VanBeber 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 Senior Vice President on behalf of Bank of America, 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.

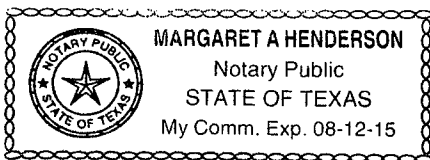
WITNESS MY HAND AND/OR OFFICIAL SEAL

(NOTARIAL STAMP OR SEAL)


Notary Public

My Commission Expires:

8.12.2015



ANNEX 1

FIRST AMENDMENT TO
SECOND LIEN PATENT SECURITY AGREEMENT

Patent Applications:

Date	Grantor	Application No.	Title
7/22/2011	U.S. Concrete, Inc.	13/947,715	Confidential
7/20/2012	U.S. Concrete, Inc.	61/673,927	Confidential
10/4/2012	U.S. Concrete, Inc.	61/709,428	Confidential
7/19/2013	U.S. Concrete, Inc.	PCT US2013/051356	Confidential

ANNEX 1

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RECORDED: 12/22/2014

PATENT
REEL: 034696 FRAME: 0487