

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3638108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
U.S. CONCRETE, INC.	12/01/2015
REDI-MIX, LLC	12/01/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION
<b>Street Address:</b>	333 COMMERCE STREET
<b>City:</b>	NASHVILLE
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37201
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8220344
Patent Number:	9133058
Patent Number:	9174869
PCT Number:	US2013051356
Application Number:	14409001
Application Number:	14867545
Application Number:	13745261
Application Number:	14601175
Application Number:	62160463
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(214)969-4343
<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>	
<b>Phone:</b>	214.969.2835
<b>Email:</b>	abutcher@akingump.com, kkoehler@akingump.com
<b>Correspondent Name:</b>	ASHTON BARRINEAU BUTCHER
<b>Address Line 1:</b>	1700 PACIFIC AVENUE SUITE 4100
<b>Address Line 4:</b>	DALLAS, TEXAS 75201
<b>ATTORNEY DOCKET NUMBER:</b>	690823.0028

<b>NAME OF SUBMITTER:</b>	KWAN KOEHLER
<b>SIGNATURE:</b>	/Kwan Koehler/
<b>DATE SIGNED:</b>	12/01/2015
<b>Total Attachments: 13</b> source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page1.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page2.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page3.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page4.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page5.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page6.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page7.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page8.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page9.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page10.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page11.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page12.tif source=First Lien Patent and Trademark Security Agreement (December 2015) (Execution Version)#page13.tif	

FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2015 (this “**Agreement**”), by and among U.S. CONCRETE, INC. a Delaware corporation (“**U.S. Concrete**”) and REDI-MIX, LLC, a Texas limited liability company (“**Redi-Mix**,” and, together with U.S. Concrete, the “**Grantors**”) and U.S. BANK NATIONAL ASSOCIATION, as the Noteholder Collateral Agent.

Reference is made to (a) the Pledge and Security Agreement, dated as of November 22, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other subsidiaries of U.S. Concrete party thereto, and the Noteholder Collateral Agent, and (b) the Indenture, dated as of November 22, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Indenture**”), among U.S. Concrete, as issuer, Redi-Mix and the other subsidiaries of U.S. Concrete party thereto, as subsidiary guarantors, U.S. Bank National Association, as trustee, and the Noteholder Collateral Agent. The Grantors have derived and will derive substantial benefits from the transactions contemplated by the Indenture. Pursuant to the Indenture, the Grantors have agreed to grant a security interest in the Collateral for the benefit of the Holders to secure the payment and performance of the Secured Obligations set forth in the Indenture, subject to the terms of the Intercreditor Agreement, including with respect to the relative rights and priorities in respect of the Collateral.

Accordingly, the parties hereto agree as follows:

SECTION 1.01      **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Indenture or the Security Agreement, as applicable. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 1.02      **Grant of Security Interest in the Patent Collateral.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Noteholder Collateral Agent, its successors and assigns, for the benefit of the Noteholder Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the “**Patents**”);

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 1.03 ***Grant of Security Interest in the Trademark Collateral.*** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Noteholder Collateral Agent, its successors and assigns, for the benefit of the Noteholder Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “***Trademark Collateral***”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “***Trademarks***”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 1.04 ***Security Agreement.*** The security interests granted to the Noteholder Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Noteholder Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Noteholder Collateral Agent with respect to the Patent Collateral and the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 1.05 ***Intercreditor Agreement Governs.*** REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION

CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 1.06        *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

U.S. CONCRETE, INC., a Delaware corporation

By: 

Name: Paul M. Jolas

Title: Vice President, General Counsel &  
Corporate Secretary

REDI-MIX, LLC, a Texas limited liability  
company

By: 

Name: Paul M. Jolas

Title: Vice President, General Counsel &  
Corporate Secretary

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

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

Schedule I

**PATENTS**

<b>Name of Grantor</b>	<b>Patent Description</b>	<b>Patent Number</b>	<b>Issue Date</b>
U.S. Concrete, Inc.	METHOD FOR ESTIMATING PROPERTIES OF CONCRETE	8,220,344	7/17/2012
U.S. Concrete, Inc.	CEMENTITIOUS COMPOSITIONS FOR DECREASING THE RATE OF WATER VAPOR EMISSIONS FROM CONCRETE AND METHODS FOR PREPARING AND USING THE SAME	9,133,058	9/15/2015
U.S. Concrete, Inc.	ACCELERATED DRYING CONCRETE COMPOSITIONS AND METHODS OF MANUFACTURING THEREOF	9,174,869	11/3/2015

**PATENT APPLICATIONS**




<b>Name of Grantor</b>	<b>Patent Description</b>	<b>Application Number</b>	<b>Filing Date</b>
U.S. Concrete, Inc.	CEMENTITIOUS COMPOSITIONS FOR DECREASING THE RATE OF WATER VAPOR EMISSIONS FROM CONCRETE AND METHODS FOR PREPARING AND USING THE SAME	BR 11 2012000965-6	7/15/2010
U.S. Concrete, Inc.	CEMENTITIOUS COMPOSITIONS FOR DECREASING THE RATE OF WATER VAPOR EMISSIONS FROM CONCRETE AND METHODS FOR PREPARING AND USING THE SAME	CA 2,762,317	7/15/2010
U.S. Concrete, Inc.	CEMENTITIOUS	MX/a/2011/013854	7/15/2010



	COMPOSITIONS FOR DECREASING THE RATE OF WATER VAPOR EMISSIONS FROM CONCRETE AND METHODS FOR PREPARING AND USING THE SAME		
U.S. Concrete, Inc.	ACCELERATED DRYING CONCRETE COMPOSITIONS AND METHODS OF MANUFACTURING THEREOF	PCT/US2013/051356	7/19/2013
U.S. Concrete, Inc.	ACCELERATED DRYING CONCRETE COMPOSITIONS AND METHODS OF MANUFACTURING THEREOF	13/947,715	7/22/2013
Redi-Mix, LLC	Dry Mix for Composite Cement.	14/409,001	6/28/2013
U.S. Concrete, Inc.	Accelerated Drying Concrete Compositions and Methods of Manufacturing Thereof	14/867,545	9/28/2015
U.S. Concrete, Inc.	Accelerated Drying Concrete Compositions and Methods of Manufacturing Thereof	BR1120150012256	7/19/2013
U.S. Concrete, Inc.	Accelerated Drying Concrete Compositions and Methods of Manufacturing Thereof	2879671	7/19/2013
U.S. Concrete, Inc.	Accelerated Drying Concrete Compositions and Methods of Manufacturing Thereof	2015-129	7/19/2013
U.S. Concrete, Inc.	Accelerated Drying Concrete Compositions and Methods of Manufacturing Thereof	13745261.1	7/19/2013
U.S. Concrete, Inc.	Accelerated Drying Concrete Compositions and Methods of Manufacturing Thereof	MX/A/2015/000834	7/19/2013
U.S. Concrete, Inc.	Concrete Having Reduced Surface Drying Time and Cementitious Compositions and Methods for Manufacturing Same	14/601,175	7/19/2013
U.S. Concrete, Inc.	Cement Encapsulated Lightweight Polymer Aggregates	62/160,463	5/12/2015



Schedule II


**TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
U.S. Concrete, Inc.	CON-STRUCT-LITE	6/24/2008	3455590
U.S. Concrete, Inc.	EF TECHNOLOGY	4/22/2008	3415322
U.S. Concrete, Inc.	EF TECHNOLOGY and design  	4/22/2008	3415323
U.S. Concrete, Inc.	EF TECHNOLOGY	11/9/2010	3873706
U.S. Concrete, Inc.	EF TECHNOLOGY  	11/9/2010	3873707
U.S. Concrete, Inc.	SITE FRESH and design  	9/6/2005	2993255
U.S. Concrete, Inc.	ARIDUS	2/23/2011	Madrid Protocol: Parent-A0023348  International Registration Number – 1071182

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
U.S. Concrete, Inc.	ARIDUS	1/2/2012	Madrid Protocol: China-A0023348  International Registration Number- 1071182
U.S. Concrete, Inc.	ARIDUS	4/21/2011	Madrid Protocol: Egypt-A0023348  International Registration Number – 1071182
U.S. Concrete, Inc.	ARIDUS	3/15/2012	Madrid Protocol: Europe-A0023348  International Registration Number – 1071182
U.S. Concrete, Inc.	ARIDUS	9/29/2011	Madrid Protocol: Japan-A0023348  International Registration Number – 1071182  (JPO 2011-353110)
U.S. Concrete, Inc.	ARIDUS	1/26/2012	Madrid Protocol: South Korea-A0023348  International Registration Number – 1071182
U.S. Concrete, Inc.	ARIDUS	12/22/2011	Madrid Protocol: Norway-A0023348  International Registration Number - 1071182

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
U.S. Concrete, Inc.	ARIDUS	3/8/2012	Madrid Protocol: Russia-A0023348  International Registration Number - 1071182
U.S. Concrete, Inc.	ARIDUS	6/14/2012	Madrid Protocol: Singapore-A0023348  International Registration Number – 1071182  (SG T1104935C)
U.S. Concrete, Inc.	ARIDUS	5/3/2012	Madrid Protocol: Switzerland-A0023348  International Registration Number – 1071182
U.S. Concrete, Inc.	ARIDUS  (Mexico, Int'l Class 19)	7/27/2011	1226159
U.S. Concrete, Inc.	ARIDUS  (Mexico, Int'l Class 40)	7/27/2011	1229633
U.S. Concrete, Inc.	ARIDUS	5/3/2011	International Registration Number – 1071182   3954518

Name of Grantor	Trademark	Registration Date	Registration Number
U.S. Concrete, Inc.	ARIDUS RAPID DRYING CONCRETE  (and design)  	2/12/2013	4288010
U.S. Concrete, Inc.	ARIDUS  (Argentina, Int'l Class 19)	5/4/2012	2,501,091
U.S. Concrete, Inc.	ARIDUS  (Argentina, Int'l Class 40)	5/4/2012	2,501,092
U.S. Concrete, Inc.	SITE SET	2/12/2013	4287955
U.S. Concrete, Inc.	ARIDUS  (Chile, Int'l Class 40)	12/30/11	946562
Redi-Mix, LLC	QUADRASET	9/28/08	4198511
U.S. Concrete, Inc.	COLORFAST EF  And design  	7/12/2011	3994438

Name of Grantor	Trademark	Registration Date	Registration Number
U.S. Concrete, Inc.	US CONCRETE	3/11/2014	4493511  Madrid Protocol: Parent-A0036338  International Registration Number – 1186283
U.S. Concrete, Inc.	USC TECHNOLOGIES	7/30/2013	4374520
U.S. Concrete, Inc.	USC TECHNOLOGIES and design  	7/30/2013	4374508
U.S. Concrete, Inc.	ARIDUS (Canada)	12/1/2014	TMA891378
U.S. Concrete, Inc.	ARIDUS  (Brazil, Int'l Class 19)	7/8/2014	830949305
U.S. Concrete, Inc.	ARIDUS  (Brazil, Int'l Class 40)	7/8/2014	830949321
U.S. Concrete, Inc.	ARIDUS  (Chile, Int'l Class 19)	6/4/2013	1013301
U.S. Concrete, Inc.	ARIDUS	5/4/2012	2501091
U.S. Concrete, Inc.	ARIDUS	5/4/2012	2501092

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
U.S. Concrete, Inc.	ARIDUS	2/23/2011	International Registration Number – 1071182(WIPO)

### **TRADEMARK APPLICATIONS**

<b>Name of Grantor</b>	<b>Trademark Application</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
U.S. Concrete, Inc.	ARIDUS  (Canada)	11/30/2011	1554442