

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (PREVIOUSLY RECORDED APRIL 30, 2015, REEL/FRAME 035533/0867)
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MADISON CAPITAL FUNDING LLC, AS AGENT	09/16/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HAWKEYE CONCRETE PRODUCTS CO.
<b>Street Address:</b>	8020 FORSYTH BOULEVARD
<b>City:</b>	SAINT LOUIS
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9428204
Patent Number:	9139333
Patent Number:	8979520
Patent Number:	8926311
Patent Number:	6017208
Application Number:	14270788
Application Number:	14252881
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)286-8199
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<b>Phone:</b>	919 286-8000
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<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC
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<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560
<b>ATTORNEY DOCKET NUMBER:</b>	327000-27501
<b>NAME OF SUBMITTER:</b>	JOHN E. SLAUGHTER

<b>SIGNATURE:</b>	/John E. Slaughter/
<b>DATE SIGNED:</b>	09/19/2016
<b>Total Attachments: 4</b> source=Term Pat - Madison Capital Funding, LLC to Hawkeye Concrete Products Co (0867)#page1.tif source=Term Pat - Madison Capital Funding, LLC to Hawkeye Concrete Products Co (0867)#page2.tif source=Term Pat - Madison Capital Funding, LLC to Hawkeye Concrete Products Co (0867)#page3.tif source=Term Pat - Madison Capital Funding, LLC to Hawkeye Concrete Products Co (0867)#page4.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of September 16, 2016 (“Release”), is made by Madison Capital Funding LLC, as agent for the Lenders (“Agent”), in favor of Hawkeye Concrete Products Co., an Iowa corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Guarantee and Collateral Agreement dated as of March 12, 2007 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Collateral Agreement”) and the Reaffirmation of Loan Documents dated as of November 17, 2011 (“Reaffirmation Agreement”), each by and among the Grantor, Agent, and others party thereto, and the Patent Security Agreement dated as of April 30, 2015 (“Patent Security Agreement”) by and among the Grantor and Agent, Grantor granted to the Agent, for itself and the ratable benefit of the Lenders (collectively, the “Secured Parties”), a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Patent Collateral; and

**WHEREAS**, the Patent Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on April 30, 2015 at Reel 035533 Frame 0867.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Collateral Agreement or Patent Security Agreement.

**SECTION 2. Termination and Release.** Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Patent Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Patent Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Patent Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Further Assurances.** Agent, at Grantor’s request and expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been

made with respect to any of the Patent Collateral, Agent will, at Grantor's request and expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**IN WITNESS WHEREOF**, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Agent:

Madison Capital Funding LLC, as Agent

By:  \_\_\_\_\_

Name: **Kevin Bolash**

Title: **Director**

**Schedule A**

**U.S. Patents Subject to Security Interest  
Granted by Hawkeye Concrete Products Co.  
In Favor of Madison Capital Funding LLC, as Agent  
Recorded April 30, 2015 at Reel 035533 Frame 0867**

**Issued Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
METHOD FOR HANDLING SPACERS USED IN PRODUCING CONCRETE PIPE	9428204	08/30/16
COMPOSITE PALLETS FOR MOLDING CONCRETE PIPE	9139333	09/22/15
CONCRETE ROLLER HEAD	8979520	03/17/15
VIBRATION SYSTEM FOR CONCRETE PIPE MAKING MACHINES	8926311	01/06/15
CHAIN DRIVEN ROLLER SYSTEM FOR USE IN CONCRETE PIPE MANUFACTURING	6017208	01/25/00

**Patent Applications**

<b>Title</b>	<b>Appl. No.</b>	<b>Filing Date</b>
POST-TENSIONING CONCRETE PIPE WRAP	14270788 20140331580	05/06/14
CONCRETE PRODUCT CAGE SPACER	14252881 20140308474	04/15/14