

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7816120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UCP MERGER SUB, LLC	02/21/2023
UTILITY CONCRETE PRODUCTS, L.L.C.	02/21/2023
ELEVATE INFRASTRUCTURE, LLC	02/21/2023
KLN EQUITIES, L.L.C.	02/21/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NORTHBROOK BANK & TRUST COMPANY, N.A.
<b>Street Address:</b>	1100 WAUKEGAN RD.
<b>City:</b>	NORTHBROOK
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9951493
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)977-4405
<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>	312-977-4400
<b>Email:</b>	tefiester@nixonpeabody.com
<b>Correspondent Name:</b>	ELIZABETH W. BAIO
<b>Address Line 1:</b>	70 WEST MADISON STREET, SUITE 5200
<b>Address Line 2:</b>	NIXON PEABODY LLP
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60602
<b>ATTORNEY DOCKET NUMBER:</b>	296457-3
<b>NAME OF SUBMITTER:</b>	ELIZABETH W. BAIO
<b>SIGNATURE:</b>	/Elizabeth W. Baio/
<b>DATE SIGNED:</b>	02/27/2023
<b>Total Attachments: 6</b>	
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 21st day of February, 2023, by and among UCP MERGER SUB, LLC, an Illinois limited liability company ("Merger Sub"), UTILITY CONCRETE PRODUCTS, L.L.C., an Illinois limited liability company ("UCP"), Elevate Infrastructure, LLC, an Illinois limited liability company ("Elevate"), and KLN EQUITIES, L.L.C., an Illinois limited liability company ("KLN"), and together with Merger Sub, UCP and Elevate, the "Grantors" and each a "Grantor", in favor of Northbrook Bank & Trust Company, N.A. ("Bank").

### W I T N E S S E T H

WHEREAS, Grantors and Bank, are parties to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement") providing certain financial accommodations to be made to Grantors and certain of its Affiliates by Bank; and

WHEREAS, to secure the payment and performance of the Obligations (as defined in the Loan Agreement), and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Grantors (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and any and all expenses and charges, legal or otherwise, suffered or incurred by Bank in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (collectively, the "Secured Obligations"), pursuant to that certain Loan Agreement dated as of the date hereof each Grantor has granted to Bank, for its benefit and the benefit of Bank, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter created, acquired, or arising software, patents, trademarks, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby and all products and proceeds thereof.

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

1. Incorporation of Security Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Bank, for the benefit of itself, and hereby reaffirms its grant under the Loan Agreement of a continuing first priority (subject to Permitted Liens) and perfected security interest in all of such Grantor's rights,

title and interests in and to the following property of such Grantor, whether now owned or existing or hereafter created, acquired or arising:

(i) all United States trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by a Grantor, all applications, registrations and recordings for any of the foregoing including, but not limited to: (a) the applications, registrations and recordings thereof, including, without limitation, those referred to in Schedule 1 hereto; (b) all reissues, extensions or renewals of any of the foregoing; (c) all goodwill of the business symbolized by the foregoing; (d) all customer lists, formulae and other records of a Grantor relating to the distribution of products and services in connection with which any of the foregoing are used; (e) the right to sue for all past, present and future infringements of any of the foregoing; and (f) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "Trademarks");

(ii) all United States letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, and applications, registrations and recordings for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "Patents");

(iii) All United States copyrights, whether registered or unregistered, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by a Grantor, and, with respect to any and all of the foregoing: (a) all applications, registrations and recordings for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations in part and extensions or renewals thereof; (c) the right to sue for all past, present and future infringements of any of the foregoing; and (d) all common law and other rights throughout the world in and to all of the foregoing (collectively, the "Copyrights"); and

(iv) all products and proceeds of any Trademarks, Patents or Copyrights and any and all proceeds of the foregoing described in this Section 2; provided that, no security interest in any Excluded Property shall be granted.

3. Covenants. Except as otherwise permitted under the Loan Agreement or the other Loan Documents, no Grantor shall sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Bank.

4. Representations and Warranties; New Trademarks, Patents and Copyrights. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks and trademark applications registered with the United States Patent and Trademark Office (other than any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)), copyrights and copyright applications registered with the United States Copyright Office, and patents and patent applications registered with the United States Patent and Trademark Office, owned or registered to such Grantor under the laws of the United States of America as of the date of this Agreement. If, before the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) are paid in full or before the Loan Agreement and other Loan Documents have been terminated, any Grantor becomes aware of any existing Trademark, Copyright or Patents of which such Grantor has not previously informed Bank, then such Grantor shall give to Bank prompt written notice thereof. Each Grantor hereby agrees to modify this Agreement by amending Schedule 1 hereto to include any such Trademark, Copyright or Patent and to file a duplicate original of this Agreement containing the amended Schedule.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, such Grantor shall give notice in writing to Bank in accordance with the terms of the Loan Agreement with respect to any such new Trademarks, Patents or Copyrights or renewal or extension of any Trademark, Patent or Copyright registration. Without limiting such Grantor's obligations under this Section, this Agreement may be modified by amending Schedule 1 to include any such new Trademark, Patent or Copyright rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Bank's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on Schedule 1.

6. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

7. 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. Delivery by facsimile or electronic transmission shall bind the parties hereto.

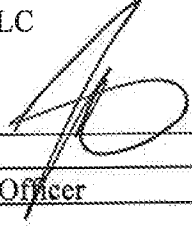
8. GOVERNING LAW; JURISDICTION; VENUE. THE TERMS OF THE LOAN AGREEMENT WITH RESPECT TO GOVERNING LAW, FORUM SELECTION, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

**[Signatures to appear on following page]**

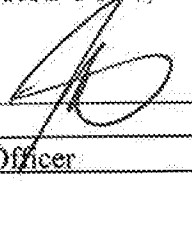
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**GRANTORS:**

UCP MERGER SUB, LLC

By:   
Name: James Hawken  
Title: Chief Executive Officer

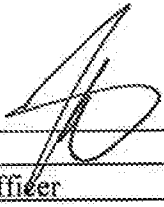
UTILITY CONCRETE PRODUCTS, L.L.C.

By:   
Name: James Hawken  
Title: Chief Executive Officer

ELEVATE INFRASTRUCTURE, LLC

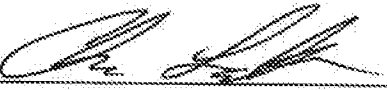
By:   
Name: James Hawken  
Title: Chief Executive Officer

KLN EQUITIES, L.L.C.

By:   
Name: James Hawken  
Title: Chief Executive Officer

Agreed and Accepted:

NORTHBROOK BANK & TRUST COMPANY, N.A.:

By: 

Name: Christopher Latta

Title: Senior Vice President

Signature Page to IP Security Agreement

**PATENT**  
**REEL: 062806 FRAME: 0746**

**SCHEDULE 1**

**Trademarks**

Mark	App. No. / Filing Date	Reg. No. / Reg. Date	Class
ELEVATE	87109162 07/19/2016	5601824 11/06/2018	

**Patents**

Title	App. No.	Patent No.	USPTO Status
PRECAST INTEGRAL POST AND RETAINING WALL AND METHOD FOR INSTALLING SAME	14/902,815	9951493	Issued

**Copyrights**  
None.