

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI814688

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
Pavestone, LLC		02/10/2025
RECEIVING PARTY DATA		
Company Name:	Wells Fargo Bank, National Association	
Street Address:	1700 Lincoln Street	
Internal Address:	3rd Floor MAC C7300-0033	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80203	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Application Number:	17157285	
Application Number:	29799372	
Application Number:	18096229	
Application Number:	17346785	
Application Number:	29799369	
Application Number:	29796278	
Application Number:	29796274	
Application Number:	29796271	
Application Number:	29796265	
Application Number:	29796261	
Application Number:	18120741	
Application Number:	29819307	
CORRESPONDENCE DATA		
Fax Number:	2127514864	
<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:	2129061200	
Email:	angela.amaru@lw.com	
Correspondent Name:	Angela M Amaru	
Address Line 1:	Latham & Watkins LLP	

PATENT

Address Line 2:	1271 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	037216-0035
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NAME OF SUBMITTER:	Angela Amaru
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SIGNATURE:	/Angela Amaru/
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DATE SIGNED:	02/10/2025
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 10th day of February, 2025, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually, a “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Restated First Lien Credit Agreement dated as of November 15, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Quikrete Holdings, Inc. (the “Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”) and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Restated First Lien Guaranty and Security Agreement, dated as of November 15, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Patent Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”):

all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation:

(i) each patent and patent application listed in Schedule I attached hereto,

(ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof,

(iii) all inventions and improvements described and claimed therein,

(iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof,

(v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and

(vi) all other rights of any accruing thereunder or pertaining thereto throughout the world.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 29 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**SUMMIT MATERIALS, INC.
CONTECH ENGINEERED SOLUTIONS
LLC
KEYSTONE RETAINING WALL SYSTEMS
LLC
PAVESTONE, LLC
UNITED STATES PIPE AND FOUNDRY
COMPANY, LLC**

Signed by:
By: David T. Jones
Name: David T. Jones
Title: Chief Financial Officer and Assistant
Secretary

AGENT:

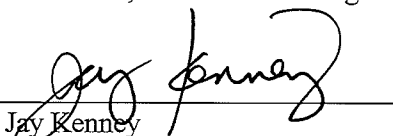
ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____

Name: Jay Kenney

Title: Executive Director

A handwritten signature in black ink, appearing to read "Jay Kenney", is written over a horizontal line.

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents and Patent Applications

Registered Owner	Title	Application No.	Application Date	Patent Number	Status
Summit Materials, Inc.	IMPROVED MONITORING OF CEMENT PUMPING	18/817,047	8/27/2024		PENDING
Contech Engineered Solutions LLC	ADJUSTABLE SUPPORT SYSTEMS FOR POURED CONCRETE STRUCTURES AND RELATED SYSTEMS AND METHODS	18399856	12/29/2023		PENDING
Contech Engineered Solutions LLC	ENHANCED SURFACE AREA HYDRODYNAMIC SEPARATOR	63645504	5/10/2024		UNPUBLISHED
Contech Engineered Solutions LLC	STABILIZED DRAINAGE LAYER AND EROSION PREVENTION SYSTEMS	18771163	7/12/2024		PUBLISHED
Contech Engineered Solutions LLC	STORMWATER COLLECTION SYSTEM WITH FILTRATION, RETENTION AND IRRIGATION OF LIVE PLANTINGS	18076923	12/7/2022		PUBLISHED
Contech Engineered Solutions LLC	STORMWATER TREATMENT DEVICE	18170378	2/16/2023		PUBLISHED
Contech Engineered Solutions LLC	STUBUP ASSEMBLY AND SYSTEM AND METHOD FOR BRINGING UNDERGROUND DUCT BANK CONDUITS TO A SITE SURFACE	18815224	8/26/2024		UNPUBLISHED
Contech Engineered Solutions LLC	TRANSPARENT OR TRANSLUCENT PANEL SYSTEMS,	17236109	4/21/2021	TBD	GRANTED

	RELATED SYSTEMS, AND RELATED METHODS				
Keystone Retaining Wall Systems LLC	BLOCK, BLOCK SYSTEM AND METHOD OF MAKING A BLOCK	18055102	11/14/2022	11958211	GRANTED
Keystone Retaining Wall Systems LLC	LANDSCAPING BLOCK	29858528	11/1/2022	D1036706	GRANTED
Keystone Retaining Wall Systems LLC	LANDSCAPING BLOCK	29781080	4/28/2021	D1041034	GRANTED
Keystone Retaining Wall Systems LLC	LANDSCAPING BLOCK	29858528	11/1/2022	D1036706	GRANTED
Keystone Retaining Wall Systems LLC	LANDSCAPING BLOCK	29781088	4/28/2021	D1036705	GRANTED
Keystone Retaining Wall Systems LLC	SEGMENTED WALL AND LANDSCAPING BLOCK SYSTEMS WITH LUG PROCESSES	18618457	3/27/2024		PUBLISHED
Keystone Retaining Wall Systems LLC	SEGMENTED WALL SYSTEMS	18947713	11/14/2024		UNPUBLISHED
Keystone Retaining Wall Systems LLC	SEGMENTED WALL SYSTEMS HAVING TAIL BLOCKS	17949122	9/20/2022		PUBLISHED
Keystone Retaining Wall Systems LLC	VENTED PACKAGING ARRANGEMENT AND METHOD	17014847	9/8/2020	12043424	GRANTED
Keystone Retaining Wall Systems LLC	WALL BLOCK DESIGN	29858525	11/1/2022		UNPUBLISHED
Pavestone, LLC	ADJUSTABLE LOCATOR RETAINING WALL BLOCK AND MOLD APPARATUS	17157285	1/25/2021	11554521	GRANTED
Pavestone, LLC	BLOCK	29799372	7/14/2021	D1015573	GRANTED

Pavestone, LLC	MANUFACTURED RETAINING WALL BLOCK WITH IMPROVED FALSE JOINT	18096229	1/12/2023	12053911	GRANTED
Pavestone, LLC	MANUFACTURED RETAINING WALL BLOCK WITH IMPROVED FALSE JOINT	17346785	6/14/2021	11801622	GRANTED
Pavestone, LLC	PAVER	29799369	7/14/2021	D1021149	GRANTED
Pavestone, LLC	RANDOM LINEAR PAVING SLAB	29796278	6/23/2021	D959703	GRANTED
Pavestone, LLC	RANDOM LINEAR PAVING SLAB	29796274	6/23/2021	D959029	GRANTED
Pavestone, LLC	RANDOM LINEAR PAVING SLAB	29796271	6/23/2021	D959028	GRANTED
Pavestone, LLC	RANDOM LINEAR PAVING SLAB	29796265	6/23/2021	D959027	GRANTED
Pavestone, LLC	RANDOM LINEAR PAVING SLAB	29796261	6/23/2021	D959026	GRANTED
Pavestone, LLC	VENTED PACKAGING ARRANGEMENT AND METHOD	18120741	3/13/2023	12202636	GRANTED
Pavestone, LLC	WALL BLOCK	29819307	12/14/2021	D1037491	GRANTED
United States Pipe and Foundry Company, LLC	COMPOUNDING LOCKING RING FOR PIPE JOINTS	17220623	4/1/2021	11892107	GRANTED
United States Pipe and Foundry Company, LLC	CONDUCTIVE INSERT FOR GASKET	17201404	3/15/2021	11940069	GRANTED
United States Pipe and Foundry Company, LLC	METHOD AND APPARATUS FOR ESTIMATING DIMENSIONAL UNIFORMITY OF CAST OBJECT	17737839	5/5/2022	11607723	GRANTED
United States Pipe and Foundry Company, LLC	METHOD AND APPARATUS FOR ESTIMATING DIMENSIONAL UNIFORMITY OF CAST OBJECT	17690541	3/9/2022	11491536	GRANTED

United States Pipe and Foundry Company, LLC	METHOD AND APPARATUS FOR ESTIMATING DIMENSIONAL UNIFORMITY OF CAST OBJECT	17373145	7/12/2021	11491535	GRANTED
United States Pipe and Foundry Company, LLC	METHOD AND APPARATUS FOR IDENTIFYING DISCONTINUITY IN WALL OF FERROUS OBJECT	17490912	9/30/2021	11346811	GRANTED