

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI821523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Summit Materials, Inc.	02/10/2025
Contech Engineered Solutions LLC	02/10/2025
Keystone Retaining Wall Systems LLC	02/10/2025
Pavestone, LLC	02/10/2025
United States Pipe and Foundry Company LLC	02/10/2025
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
<b>Street Address:</b>	1100 Abernathy Road
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>PROPERTY NUMBERS Total: 35</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	18817047
Application Number:	18399856
Application Number:	63645504
Application Number:	18771163
Application Number:	18076923
Application Number:	18170378
Application Number:	18815224
Application Number:	17236109
Application Number:	18055102
Application Number:	29858528
Application Number:	29781080
Application Number:	29781088
Application Number:	18618457
Application Number:	18947713
Application Number:	17949122

PATENT

Property Type	Number
Application Number:	17014847
Application Number:	29858525
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
Application Number:	17220623
Application Number:	17201404
Application Number:	17737839
Application Number:	17690541
Application Number:	17373145
Application Number:	17490912

#### CORRESPONDENCE DATA

**Fax Number:** 2122944700

*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.*

**Phone:** 2122946635

**Email:** dkumar@winston.com

**Correspondent Name:** Mary Katherine Kulback

**Address Line 1:** 35 W. Wacker Drive

**Address Line 4:** Chicago, ILLINOIS 60601-9703

**ATTORNEY DOCKET NUMBER:** 150074-7076 PSA -WF

**NAME OF SUBMITTER:** Deomattie Kumar

**SIGNATURE:** /Deomattie Kumar/

**DATE SIGNED:** 02/12/2025

#### Total Attachments: 9

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source=Quikrete\_Summit - Patent Security Agreement (ABL) (Executed)(20994754.2)#page9.tiff

**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 each member of the Lender Group and the Bank Product Providers (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 Amended and Restated 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 “Company” or the “US Borrower”), QUIKRETE Canada Holdings, Limited (the “Canadian Borrower” and, together with the US Borrower, are referred to hereinafter each individually as a “Borrower”, and collectively, as the “Borrowers”), 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 Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement (US Credit Parties), 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 Lender Group and the Bank Product Providers, 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 each member of the Lender Group and each of the Bank Product Providers, 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 members of the Lender Group, the Bank Product Providers 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 Lender Group and the Bank Product Providers, 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

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (ABL)]

**PATENT  
REEL: 070203 FRAME: 0164**

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**

By: \_\_\_\_\_  
Name: David T. Jones  
Title: Chief Financial Officer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By: Jose Escalante  
Name: Jose Escalante  
Title: Authorized Signer



**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents and Patent Applications**

<b>Registered Owner</b>	<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Status</b>
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