

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET

Docket No.:

SOU428/58001

TRADEMARKS / SERVICE MARKS ONLY

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
The CIT Group/Business Credit, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **New York**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Southern Star Concrete, Inc.**

Internal Address: _____

Street Address: **8500 Freeport Parkway, Suite 200**

City: **Irving** State: **TX** ZIP: **75063**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Release of Security Interests in Trademarks**

Execution Date: **December 9, 2005**

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)
2900839
78/266651

Additional numbers Yes No

B. Trademark / Service Mark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Tanice Palacios**

Internal Address: _____

Street Address: **Vinson & Eckins L.L.P.**
2801 Via Fortuna, Suite 100

City: **Austin** State: **TX** ZIP: **78746**

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
22-0365/SOU428/58001

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tanice Palacios *Tanice Palacios* **December 15, 2005**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **5**

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003241 FRAME: 0013

700231136

OP \$65.00 78266651

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 1, 2005, is made by and between The CIT Group/Business Credit, Inc. ("**Agent**"), a New York corporation, having an office at 1211 Avenue of the Americas, New York, New York 10036, and Southern Star Concrete, Inc. ("**Borrower**"), a Delaware corporation, having its chief executive office and principal place of business at 8500 Freeport Parkway, Suite 200, Irving, Texas 75063.

WHEREAS, Agent and Borrower are parties to a Trademark Security Agreement (the "**Agreement**") dated July 18, 2003;

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States trademarks, tradenames, trademark registrations, service marks, trade styles, terms, design and trademark applications and other intellectual property rights, including, without limitation, the trademarks listed on the Annex attached hereto (the "**Released Trademarks**"), as security for certain obligations of Borrower to the Agent (the "**Obligations**");

WHEREAS, Agent recorded the Agreement on July 30, 2003 in the United States Patent and Trademark Office ("**PTO**") at Reel No. 2791, Frame No. 0814;

WHEREAS, Borrower has requested the Agent release its security interest in and lien on any and all security interests granted in the Agreement and Agent now desires to release any and all security interests granted in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby fully releases and terminates its security interest in and lien on:

(a) each Trademark in which Borrower has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Borrower against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing;

As used herein:

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature,

and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the PTO or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

Dated: December 9th, 2005

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: 
Name: Kirk Wolverton
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

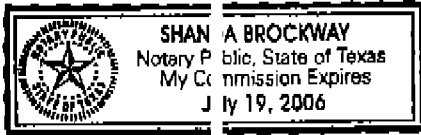
Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 9th day of December, 2005, personally appeared Kirk Wolverton to me known personally, and who, being by me duly sworn, deposes and says that he is a Vice President of The CIT Group/Business Credit, Inc., and that the foregoing instrument was signed on behalf of The CIT Group/Business Credit, Inc., by authority of its Board of Directors, and he/she acknowledged such instrument to be the free act and deed of said corporation.

Shanna Brockway

Notary Public

[Seal]

My commission expires: July 19, 2006



AnnexA. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Southern Star Concrete, Inc.	2900839	November 2, 2004

B. U.S. Trademarks Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Southern Star Materials, Inc.	78/266651	June 24, 2003