

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		First Lien Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Concrete, Inc.		08/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	150 Fourth Avenue North, 2nd Floor		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85119125	ARIDUS	
<b>Registration Number:</b>	3455590	CON-STRUCT-LITE	
<b>Registration Number:</b>	3415322	EF TECHNOLOGY	
<b>Registration Number:</b>	3415323	EF TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	menakaplan@paulweiss.com, aashville@paulweiss.com		
<b>Correspondent Name:</b>	Menachem Kaplan		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	19350-001		
<b>NAME OF SUBMITTER:</b>	Menachem Kaplan		
<b>Signature:</b>	/Menachem Kaplan/		

CH \$115.00 85119125

Date:

09/02/2010

**Total Attachments: 11**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of August 31, 2010, is entered into by U.S. CONCRETE, INC., a Delaware corporation ("**Grantor**"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as trustee and noteholder collateral agent (the "**Noteholder Collateral Agent**") for the Secured Parties.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Pledge and Security Agreement dated as of the date hereof among Grantor and the Noteholder Collateral Agent (as such agreement may be amended, restated, supplemented or modified from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, Grantor is required to grant a security interest to the Noteholder Collateral Agent, for the benefit of the Secured Parties, in all of Grantor's trademarks, trade names, service marks, logos and all registrations and recordings thereof and applications (other than "intent to use" applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks and trademark applications listed on Schedule 1 hereto (collectively, the "**Secured Trademarks**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Noteholder Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby pledges, collaterally assigns and grants to the Noteholder Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Noteholder Collateral Agent under the Security Agreement and is subject to the terms and conditions of the Intercreditor Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are further set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Termination of Security Interest.

The security interest created hereby shall terminate in accordance with the terms and conditions set forth in the Security Agreement.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Noteholder Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Noteholder Collateral Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Noteholder Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantors and the Trustee have executed this Security Agreement as of the date first above written.

GRANTORS:

U.S. CONCRETE, INC.

By: 

Name: Michael W. Harlan  
Title: Chief Executive Officer and President

ALBERTA INVESTMENTS, INC.  
ALLIANCE HAULERS, INC.  
ATLAS REDI-MIX, LLC  
ATLAS-TUCK CONCRETE, INC.  
BEALL CONCRETE ENTERPRISES, LLC  
BEALL INDUSTRIES, INC.  
BEALL INVESTMENT CORPORATION, INC.  
BEALL MANAGEMENT, INC.  
HAMBURG QUARRY LIMITED LIABILITY  
COMPANY  
REDI-MIX CONCRETE, L.P.  
REDI-MIX GP, LLC  
REDI-MIX, LLC

By: 

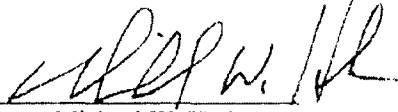
Name: Michael W. Harlan  
Title: President

KURTZ GRAVEL COMPANY  
SUPERIOR HOLDINGS, INC.  
TITAN CONCRETE INDUSTRIES, INC.  
USC ATLANTIC, INC.  
USC MICHIGAN, INC.

By: 

Name: Michael W. Harlan  
Title: Vice President and Secretary

EASTERN CONCRETE MATERIALS, INC.

By:   
Name: Michael W. Harlan  
Title: President and Secretary

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004271 FRAME: 0276**



AMERICAN CONCRETE PRODUCTS, INC.  
BRECKENRIDGE READY MIX, INC.  
BUILDERS' REDI-MIX, LLC  
BWB, INC. OF MICHIGAN  
CENTRAL CONCRETE SUPPLY CO., INC.  
CENTRAL PRECAST CONCRETE, INC.  
INGRAM CONCRETE, L.L.C  
MG, LLC  
SAN DIEGO PRECAST CONCRETE, INC.  
SMITH PRE-CAST, INC.  
SIERRA PRECAST, INC.  
SUPERIOR CONCRETE MATERIALS, INC.  
U.S. CONCRETE ON-SITE, INC.  
USC MANAGEMENT CO., LLC  
USC PAYROLL, INC.  
USC TECHNOLOGIES, INC.

By:



Name: Curt M. Lindeman

Title: Vice President and Secretary

LOCAL CONCRETE SUPPLY & EQUIPMENT,  
LLC  
MASTER MIX CONCRETE, LLC  
MASTER MIX, LLC  
NYC CONCRETE MATERIALS, LLC  
PEBBLE LANE ASSOCIATES, L.L.C

By:

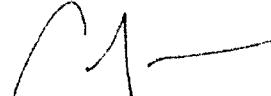


Name: Curt M. Lindeman

Title: President and Secretary

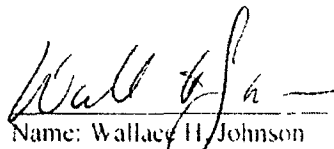
CONCRETE ACQUISITION III, LLC  
CONCRETE ACQUISITION IV, LLC  
CONCRETE ACQUISITION V, LLC  
CONCRETE ACQUISITION VI, LLC  
CONCRETE XXXIII ACQUISITION, INC.  
CONCRETE XXXIV ACQUISITION, INC.  
CONCRETE XXXV ACQUISITION, INC.  
CONCRETE XXXVI ACQUISITION, INC.

By:

  
Name: Curt M. Lindeman  
Title: President

RIVERSIDE MATERIALS, LLC

By

A handwritten signature in cursive script, appearing to read "Wallace H. Johnson", written over a horizontal line.

Name: Wallace H. Johnson

Title: President and Secretary

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004271 FRAME: 0279**

U.S. BANK NATIONAL ASSOCIATION,  
as Noteholder Collateral Agent

By: Wally Jones  
Name: WALLY JONES  
Title: VICE PRESIDENT

SCHEDULE 1

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
U.S. Concrete, Inc.	CON-STRUCT-LITE	6/24/2008	3455590
U.S. Concrete, Inc.	EF TECHNOLOGY	4/22/2008	3415322
U.S. Concrete, Inc.	EF TECHNOLOGY and design	4/22/2008	3415323

TRADEMARK APPLICATIONS

Trademark Applications:

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
U.S. Concrete, Inc.	ARIDUS	8/30/2010	85/119,125