

09/01/2011

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103632099

Assignments  
SEP - 1 2011  
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Division

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Texas Industries, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Internal

Address: TX1-429-11-23

Street Address: 901 Main Street, 11th Floor

City: Dallas

State: Texas

Country: USA Zip: 75202

Association Citizenship National Banking - US

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 25, 2011

- Assignment
- Security Agreement
- Other Security Agreement Supplement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

(85/367,975; and see attached)

B. Trademark Registration No.(s)

(3,795,551 and see attached)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Julie H. Cooper

Internal Address: \_\_\_\_\_

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number BUYENI 00000019 85367975

Authorized User Name \_\_\_\_\_ 40.00  
02 FC:8522 100.00

9. Signature:

Julie H. Cooper  
Signature

8/29/2011

Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004620 FRAME: 0014

09/01/11

SCHEDULE 1

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

<b>Trademark Application No.</b>	<b>Title</b>	<b>Registered Owner(s)</b>	<b>Application Date</b>
85/367,975	THE FASTER PLASTER	Texas Industries, Inc.	7/11/2011
85/054,900	RJO DE VIDA	Texas Industries, Inc.	11/02/2010
85/210,266	DECOSCAPES	Texas Industries, Inc.	1/04/2011
3,795,551 (Registration No.)	READYTRAC	Texas Industries, Inc.	3/16/2010 (Issue Date)
85/367,965	VELOZ	Texas Industries, Inc.	7/11/2011

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "**Agreement**"), dated as of August 25, 2011, is entered into by TEXAS INDUSTRIES, INC., a Delaware corporation, (the "**Grantor**"), and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, "**Administrative Agent**"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement; as such term is defined below.

WHEREAS, concurrently herewith, Texas Industries, Inc., Bank of America, N.A., as Administrative Agent, Lead Collateral Agent, Swing Line Lender and a L/C Issuer, Wells Fargo Bank, National Association, as a L/C Issuer, Wells Fargo Capital Finance, LLC, as a Co-Collateral Agent, General Electric Capital Corporation, as a Co-Collateral Agent, and the Lenders party thereto are entering into a Third Amended and Restated Credit Agreement (as such agreement may be amended, modified, supplemented and restated from time to time, the "**Credit Agreement**").

WHEREAS, pursuant to the Credit Agreement, the Amended and Restated Security Agreement dated as of June 19, 2009 by the Grantor and certain of its subsidiaries in favor of the Administrative Agent, as amended by the First Amendment to Amended and Restated Security Agreement to be executed of even date herewith (as so amended, and as the same hereafter may be amended, the "**Security Agreement**"), and the other Loan Documents, Grantor is required to grant a security interest to Administrative Agent, for the benefit of the Lenders, in all of Grantor's trademarks, trademark licenses, 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, all income and royalties with respect to any licenses, all rights arising therefrom and pertaining thereto, whether now owned or hereafter acquired, and wherever located, including the trademarks and trademark licenses listed on Schedule 1 hereto, including all rights to sue for past, present or future infringement or unconsented use of any trademarks, all income and royalties with respect to any trademarks whether registered or unregistered, all proceeds of any and all of Grantor's trademarks (including rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the trademarks (collectively, the "**Secured Trademarks**").

WHEREAS, Grantor, certain of its subsidiaries and Administrative Agent entered into that certain Trademark Security Agreement dated as of June 19, 2009 (the "**Existing Agreement**"), pursuant to which Grantor and such subsidiaries granted to Administrative Agent a security interest in the trademarks and trademark licenses described therein. Since the date of the Existing Agreement, Grantor has acquired additional trademarks and trademark licenses listed on Schedule 1 hereto.

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 Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Secured Trademarks, and all reissues, divisions, continuations, continuations-in-part, 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 Administrative Agent under the Security Agreement, and is security for the payment and performance of the Secured Obligations of the Borrower under the Credit Agreement and the other Loan Documents. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents. 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. Release of Security Interest.

Subject to the terms of the Credit Agreement and following payment in full of the Secured Obligations, Administrative Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

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 Credit Agreement. Notwithstanding the foregoing, Administrative Agent may modify this Agreement, after obtaining the Grantor's 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 TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.**

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Administrative Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Administrative Agent given in accordance with the Credit 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. Facsimiles or any other electronic transmissions shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**TEXAS INDUSTRIES, INC.,** a Delaware corporation

*T. Lesley Vines*  
T. Lesley Vines  
Vice President—Corporate Controller and  
Treasurer

STATE OF TEXAS            )  
  ) ss:  
COUNTY OF DALLAS        )

On August 24, 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared T. Lesley Vines, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President—Corporate Controller and Treasurer, on behalf of Texas Industries, Inc., a Delaware corporation, the corporation herein named, and acknowledged to me that the corporation executed the within instrument in accordance with its organizational documents and applicable law.

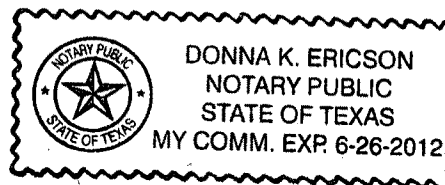
WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

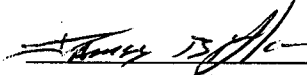
*Donna K. Ericson*  
Notary Public

My Commission Expires:

6-26-2012



BANK OF AMERICA, N.A., as Administrative Agent



James B. Allin  
Senior Vice President

STATE OF TEXAS            )  
  ) ss:  
COUNTY OF DALLAS        )

On August 24th, 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared James B. Allin, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Senior Vice President on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument in accordance with its organizational documents and applicable law.

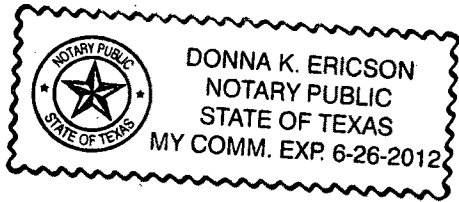
WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Donna K. Ericson  
Notary Public

My Commission Expires:

6-26-2012



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