

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. CONCRETE, INC.		08/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 Main Street
Internal Address:	11th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2993255	SITE FRESH
Registration Number:	3455590	CON-STRUCT-LITE
Registration Number:	3415322	EF TECHNOLOGY
Registration Number:	3415323	EF TECHNOLOGY
Registration Number:	3873706	EF TECHNOLOGY
Registration Number:	3873707	EF TECHNOLOGY
Registration Number:	3954518	ARIDUS
Registration Number:	3994438	COLORFASTEF
Serial Number:	85545233	ARIDUS RAPID DRYING CONCRETE
Serial Number:	85623372	ARIDUS RAPID DRYING CONCRETE
Serial Number:	85530305	SITE SET
Serial Number:	85530256	USC TECHNOLOGIES
Serial Number:	85545266	USC TECHNOLOGIES

OP \$340.00 2993255

CORRESPONDENCE DATA

Fax Number: 2147581550

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2147581500

Email: shernandez@pattonboggs.com

Correspondent Name: Nam H. Huynh

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023528.0116
NAME OF SUBMITTER:	Nam H. Huynh
Signature:	/Nam H. Huynh/
Date:	09/05/2012
Total Attachments: 5 source=Second Lien Trademark Security Agreement (2)#page1.tif source=Second Lien Trademark Security Agreement (2)#page2.tif source=Second Lien Trademark Security Agreement (2)#page3.tif source=Second Lien Trademark Security Agreement (2)#page4.tif source=Second Lien Trademark Security Agreement (2)#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2012, is entered into by U.S. CONCRETE, INC., a Delaware corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, in its capacity as agent (together with its successors and assigns in such capacity, the "Agent") for the Lenders.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement dated as of the date hereof among Grantor, certain Subsidiaries of the Grantor, the financial institutions from time to time party thereto (the "Lenders"), and the Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to the 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 Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby pledges, collaterally assigns and grants to the 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 Agent under the Loan Agreement and is subject to the terms, conditions and provisions 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 Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan 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 Loan 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 Loan Agreement. Notwithstanding the foregoing, the 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 TEXAS (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THEREOF) 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 Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Agent given in accordance with the Loan 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

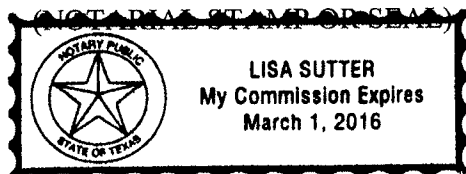
U.S. CONCRETE, INC.,
a Delaware corporation

By: *Katherine Hargis*
Name: Katherine Hargis
Title: Vice President, General Counsel and
Corporate Secretary

STATE OF Texas)
) ss:
COUNTY OF Tarrant)

On August 30, 2012, before me, the undersigned, a notary public in and for said state and county, personally appeared Katherine Hargis, 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, General Counsel and Corporate Secretary, on behalf of U.S. Concrete, Inc., a Delaware corporation, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its bylaws and/ or the resolutions of its board of directors.

Witness my hand and/or official seal



My Commission Expires:

3/1/16

Lisa Sutter
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

BANK OF AMERICA, N.A.,
as Agent

By: *Hance VanBeber*
Name: Hance VanBeber
Title: Senior Vice President

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

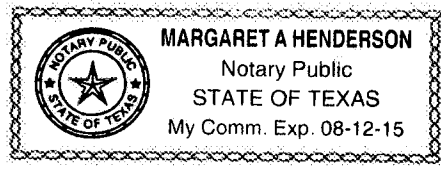
On August ~~31~~, 2012, before me, the undersigned, a notary public in and for said state and county, personally appeared Hance VanBeber personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Senior Vice President on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL

(NOTARIAL STAMP OR SEAL)

Margaret A Henderson
Notary Public

My Commission Expires:
8.12.15



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1**TRADEMARK SECURITY AGREEMENT****Trademarks:**

Name of Grantor	Trademark	Registration Date	Registration Number
U.S. Concrete, Inc.	SITE FRESH	9/6/2005	2993255
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
U.S. Concrete, Inc.	EF TECHNOLOGY	11/9/2010	3873706
U.S. Concrete, Inc.	EF TECHNOLOGY and design	11/9/2010	3873707
U.S. Concrete, Inc.	ARIDUS	5/3/2011	3954518
U.S. Concrete, Inc.	COLORFASTEF and design	7/12/2011	3994438

Trademark Applications:

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
U.S. Concrete, Inc.	ARIDUS and design (triangle)	2/16/2012	85/545,233
U.S. Concrete, Inc.	ARIDUS and design (square)	5/11/2012	85/623,372
U.S. Concrete, Inc.	SITE SET	1/31/2012	85/530,305
U.S. Concrete, Inc.	USC TECHNOLOGIES and design	1/31/2012	85/530,256
U.S. Concrete, Inc.	USC TECHNOLOGIES	2/16/2012	85/545,266