

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		03/22/2013	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	TXI OPERATIONS, LP
<b>Street Address:</b>	1341 West Mockingbird Lane
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75247
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2180917	DIAMOND PRO
Registration Number:	1746263	DIAMOND PRO
Registration Number:	2442986	TRUGRO
Registration Number:	2527781	PAVE GRO
Registration Number:	2249915	PERMALEACH
Registration Number:	2046467	PYROTHERM
Registration Number:	1693020	REALITE
Registration Number:	2497646	EAGLE'S CHOICE

**CORRESPONDENCE DATA**

Fax Number: 2146614691  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 214-953-6691  
 Email: b.k.drinkwater@bakerbotts.com

**900266742**

**TRADEMARK  
 REEL: 005114 FRAME: 0971**

**CH \$215.00 2180917**

Correspondent Name: B.K. Drinkwater, c/o Baker Botts L.L.P.  
Address Line 1: 2001 Ross Avenue, Suite 600  
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	B.K. Drinkwater
--------------------	-----------------

Signature:	/B.K. Drinkwater/
------------	-------------------

Date:	09/20/2013
-------	------------

**Total Attachments: 6**

source=Bank of America Release to TXI Operations, LP#page1.tif  
source=Bank of America Release to TXI Operations, LP#page2.tif  
source=Bank of America Release to TXI Operations, LP#page3.tif  
source=Bank of America Release to TXI Operations, LP#page4.tif  
source=Bank of America Release to TXI Operations, LP#page5.tif  
source=Bank of America Release to TXI Operations, LP#page6.tif

**PARTIAL RELEASE AGREEMENT**

THIS PARTIAL RELEASE AGREEMENT (this "Agreement") is entered into as of March 22, 2013, by and between TXI OPERATIONS, LP, a Delaware limited partnership ("TXI"), Pacific Custom Materials, Inc., a California corporation ("PCM"), and together with TXI, "Sellers", and BANK OF AMERICA, N.A., as Administrative Agent and Lead Collateral Agent (in such capacity, "Administrative Agent") for the Lenders (defined below).

**RECITALS:**

A. Texas Industries, Inc. ("TXI") and Administrative Agent entered into that certain Third Amended and Restated Credit Agreement dated as of August 25, 2011 (the "Credit Agreement"), by and among TXI, Administrative Agent and each of the Lenders from time to time party thereto; capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

B. In accordance with the terms of the Credit Agreement, TXI, Sellers and the other Grantors named therein entered into that certain Amended and Restated Security Agreement dated as of June 19, 2009 (as amended to date, the "Security Agreement"), pursuant to which Sellers granted to Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of their personal property assets.

C. Sellers have advised Administrative Agent that they desire to sell and exchange certain assets pursuant to and as further described in that certain Amended and Restated Aggregates Asset Purchase and Sale Agreement dated effective as of December 4, 2012 (the "Asset Purchase Agreement") by and among LWFP, LLC, a Delaware limited liability company, TRNLWB, LLC, a Delaware limited liability company, TRNLWS, LLC, a Delaware limited liability company (collectively, "Purchaser"), and Sellers in accordance with Sections 7.02(f) and 7.05(g) of the Credit Agreement (the "Sale"), and have requested that Administrative Agent release its security interest in certain assets described herein to be assigned or sold in connection with the Sale.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Upon written confirmation by TXI to Administrative Agent of the consummation of the Sale, Administrative Agent (a) releases its security interest in Sellers' assets described as the "Purchased Assets" in the Asset Purchase Agreement attached to Annex 1 hereto (the "Released Assets"), and (b) agrees to promptly file the UCC-3 amendments attached to Annex 2 hereto relating to the Released Assets. It is expressly agreed and understood that this is a partial release and that this Agreement shall not release Administrative Agent's Lien on any portion of the Collateral (as defined in the Security Agreement) other than with respect to the Released Assets.

2. Each Seller represents and warrants to Administrative Agent that (a) it is authorized to enter into this Agreement, (b) the Sale is permitted pursuant to the terms of the Credit Agreement, including, without limitation, pursuant to Section 7.02(f) and Section 7.05(g) thereof, and the other Loan Documents, (c) as of the date hereof and after giving effect to the Sale no Default exists and either (i) the Minimum Covenant Threshold is satisfied or (ii) Availability exceeds the greater of \$60,000,000 or 30% of the Aggregate Commitments, and (d) it is not required to make any mandatory prepayment or pledge any cash collateral under Section 2.05(d) of the Credit Agreement because of such Sale due to the conditions precedent to a Credit Extension under Section 4.02 of the Credit Agreement being satisfied after giving effect to the Sale.

1683061v.6 BANI7771001

3. Seller agrees that to the extent it or any of its Subsidiaries receives any Net Cash Proceeds, whether contingent, deferred or otherwise, after the date of the Sale in connection therewith, such Net Cash Proceeds shall be applied to the Obligations pursuant to and to the extent required by Section 2.05(d) of the Credit Agreement.

4. Seller further agrees to pay all fees and expenses of Administrative Agent and its counsel in connection with this Agreement.

5. This Agreement may be executed in one or more counterparts and by different parties on separate counterparts, all of which together shall constitute one and the same agreement. This Agreement shall be binding upon and inure to the benefit of each party that executes this Agreement.

6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS AND FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

1683061v.6 BAN17771001

EXECUTED as of the date first above written.

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

By: James B. Allin  
James B. Allin  
Senior Vice President

**TXI OPERATIONS, LP, a Delaware limited  
partnership**

By: **TXI Operating Trust, its General Partner**

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

**PACIFIC CUSTOM MATERIALS, a  
California corporation**

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

[SIGNATURE PAGE TO TXI RELEASE AGREEMENT]

EXECUTED as of the date first above written.

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

By: \_\_\_\_\_  
James B. Allin  
Senior Vice President

**TXI OPERATIONS, LP, a Delaware limited  
partnership**

By: TXI Operating Trust, its General Partner

By: \_\_\_\_\_  
Name: Kenneth R. Allen  
Title: Vice President Chief Financial Officer

**PACIFIC CUSTOM MATERIALS, a  
California corporation**

By: \_\_\_\_\_  
Name: Kenneth R. Allen  
Title: Vice President-Finance

[SIGNATURE PAGE TO TXI RELEASE AGREEMENT]

ANNEX 1

RELEASED ASSETS

Sellers' assets that are specifically described as the "Purchased Assets" in the Asset Purchase Agreement following this page.

Schedule 1.1(j) Diamond Pro Assets

**DOMAIN NAMES - DIAMOND PRO**  
www.diamondpro.com  
www.linkedin.com/company/diamond-pro

**TRADEMARKS**  
 DIAMOND PRO  
 DIAMOND PRO  
 TRUGRO  
 PAVE GRO  
 PERMALEACH  
 PYROTHERM  
 REALITE  
 EAGLE'S CHOICE

\* IntraCure

**PATENTS**  
 Lightweight Dust Suppressing Aggregate for  
 Antiskidding Applications  
  
 Lightweight aggregate and process for its production

**PERSONAL PROPERTY - DIAMOND PRO**  
 Toyota Forklift  
 Pallet Racks  
 Shrink-Wrap Machine  
 Small Scale  
 1 Big Fan

**INVENTORY - DIAMOND PRO**  
**Diamond Pro - Bulk**  
 14 - Aurora, IN  
 12 - Plattsmouth, NE  
 95 - East Liverpool, OH  
 93 - Indianapolis, IN  
 94 - Vernon Hills, IL  
 81 - Holyrod, Tacoma, WA

**Diamond Pro - Hurst Warehouse**  
 Mound /Home-Plate Clay (Black)  
 Red Infield Conditioner  
 PaveGro (Chalk Hill)

**Diamond Pro - Hurst Warehouse**  
 Mound /Home-Plate Clay Bricks  
 Professional Mound Clay (Yellow)  
 Mound /Home-Plate Clay (Black)  
 Gray Infield Conditioner  
 Red Infield Conditioner

**COMMENTS**

Registrant	Filing Jurisdiction	Registration Number	Issue Date
Texas Industries, Inc.	USPTO	2180917	8/11/1998
Texas Industries, Inc.	USPTO	1746263	1/12/1993
TXI Operations, LP	USPTO	2442986	4/10/2001
TXI Operations, LP	USPTO	2527781	1/8/2002
Texas Industries, Inc.	USPTO	2249915	6/1/1999
Texas Industries, Inc.	USPTO	2046467	3/18/1997
Texas Industries, Inc.	USPTO	1693020	6/9/1992
TXI Operations, LP	USPTO	2497646	10/16/2001

\* IntraCure is not a registered trademark, is used by TXI as a common-law trademark only, and transfers its common-law rights to Trinity only to the extent they exist, with no warranties.

Registrant	Filing Jurisdiction	Registration Number	Issue Date
TXI Operations, LP	USPTO	5667718	9/16/1997
Texas Industries, Inc.	USPTO	5759253	6/2/1998

Model	In Service Date	Asset Cost	LTD	
			Depreciation	Book Value
7FDU30	5/1/2007	\$25,603	\$25,603	\$0
		\$2,500	\$2,500	\$0
		\$0	\$0	\$0
		\$300	\$300	\$0
		\$0	\$0	\$0

Tons	\$/Ton	Value
33.72	\$100.87	\$3,401
126.75	\$92.53	\$11,728
884.24	\$119.59	\$105,746
640.01	\$114.55	\$73,313
549.11	\$110.51	\$60,683
0.00	\$119.75	\$0
<b>2,233.83</b>	<b>\$114.10</b>	<b>\$254,872</b>

Tons	\$/Ton	Value
61.00	\$51.50	\$3,142
40.00	\$55.45	\$2,218
25.00	\$79.40	\$1,985
<b>126.00</b>	<b>\$58.29</b>	<b>\$7,345</b>

Bags	\$/Bag	Value
9,600	\$0.46	\$4,445
760	\$2.32	\$1,783
3,400	\$2.88	\$9,792
440	\$2.54	\$1,118
1,200	\$2.98	\$3,576

*Handwritten signature/initials*