

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. CONCRETE, INC.		12/17/2014	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: 2			
Property Type	Number	Word Mark	
Registration Number:	4493511	US CONCRETE	
Serial Number:	85899547	SEA-SITE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	136133.00006		
NAME OF SUBMITTER:	Elizabeth R. Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	12/22/2014		
Total Attachments: 5			
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**FIRST AMENDMENT TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of December 17, 2014, 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.

WHEREAS, Grantor and the Agent are party to that certain First Amended and Restated Loan and Security Agreement, dated as of October 29, 2013, among Grantor, certain Subsidiaries of Grantor, the financial institutions from time to time party thereto (the "Lenders"), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which amended and restated that certain Loan and Security Agreement dated as of August 31, 2012, among Grantor, certain Subsidiaries of Grantor, the financial institutions party thereto and the Agent;

WHEREAS, Grantor executed and delivered to the Agent that certain Second Lien Trademark Security Agreement dated as of August 31, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement") pursuant to which Grantor granted 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 United States Patent and Trademark Office with respect to such applications) in connection therewith (collectively, "Trademarks"), whether registered or unregistered, then owned or thereafter acquired, and wherever located;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 5, 2012, at Reel and Frame number 4856/0268; and

WHEREAS, Grantor and the Agent desire to amend the Trademark Security Agreement as herein set forth.

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. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as in the Trademark Security Agreement, as amended hereby.

2. Amendment to Schedule 1. Schedule 1 to the Trademark Security Agreement, which is the schedule of Secured Trademarks, is hereby amended to add thereto the additional Trademarks set forth on Annex 1 to this Amendment. All references in the Trademark Security Agreement to Schedule 1 shall be deemed references to Schedule 1 as amended and supplemented by this Amendment.

3. Acknowledgments; Grant of Security Interest.

(a) The parties hereto acknowledge and agree that all references in the Trademark Security Agreement to the "Loan Agreement" shall be deemed references to the Loan Agreement as defined in this Amendment.

(b) Grantor acknowledges and agrees that the Trademarks referred to on Annex 1 hereto constitute Secured Trademarks. 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 such Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.


(c) The security interest granted hereby 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 Amendment or the Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

4. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Security Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and the Agent agree that the Trademark Security Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

5. Counterparts. This Amendment 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 Amendment by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Amendment.

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BANK OF AMERICA, N.A.,
as Agent

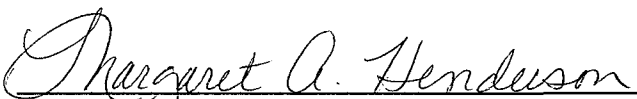
By: 
Name: Hance VanBeber
Title: Senior Vice President

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On December 19, 2014, 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.

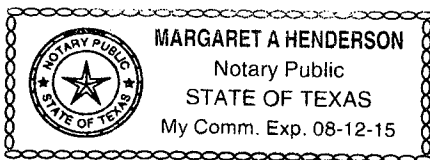
WITNESS MY HAND AND/OR OFFICIAL SEAL

(NOTARIAL STAMP OR SEAL)


Notary Public

My Commission Expires:

8.12.2015



ANNEX 1

FIRST AMENDMENT TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademarks:

Name of Grantor	Trademark	Registration Date	Registration Number
U.S. Concrete, Inc.	US CONCRETE	3/11/2014	4493511

Trademark Applications:

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
U.S. Concrete, Inc.	Sea-Site	4/9/2013	85899547