

900387439 12/19/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409408

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRICON PRECAST, LTD.		12/16/2016	Limited Partnership: UNITED STATES <u>2</u> SB
RECEIVING PARTY DATA			
Name:	CADENCE BANK, N.A.		
Street Address:	2800 Post Oak Boulevard, 38th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4972390	TRICON PRECAST	
Registration Number:	4610104	TRIWEB	
Registration Number:	4165551	CRIMPLOCK	
Registration Number:	4095454	TRICON PRECAST LIMITED	
Registration Number:	3458532	REDI-SPAN	
Serial Number:	86795034	TRIGRID	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sbayer@nathansommers.com		
Correspondent Name:	Shanna Bayer		
Address Line 1:	2800 Post Oak Boulevard, 61st Floor		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	Shanna Bayer		
SIGNATURE:	/s/ Shanna Bayer		
DATE SIGNED:	12/19/2016		
Total Attachments: 3			

12/16

OP \$165.00 4972390

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made this 16th day of December, 2016, between TRICON PRECAST, LTD., a Texas limited partnership, having a place of business at 15055 Henry Road, Houston, Texas 77060 ("Grantor"), and CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38th Floor, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor owns the Patents and Patent Applications (collectively, the "Patents") and Trademarks and Trademark Applications (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender have entered into that certain Loan Agreement dated as of December 16, 2016 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 16, 2016, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of its patents and trademarks owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Patents and Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this INTELLECTUAL PROPERTY ASSIGNMENT to be duly executed and delivered as of the date first above written.

TRICON PRECAST, LTD.

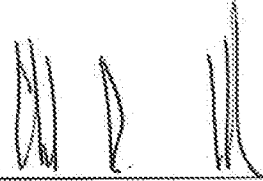
By: Tricon Management Corp., its general partner

By: 
Gilbert M. Flores
President

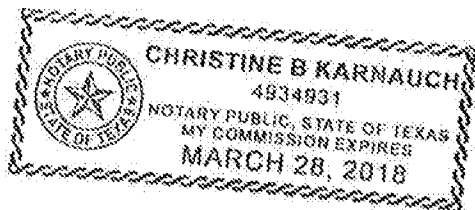
STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Gilbert M. Flores, President of TRICON MANAGEMENT CORP., a Texas corporation, as general partner of TRICON PRECAST, LTD., a Texas limited partnership, on behalf of said limited partnership, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 16th day of December, 2016.


Notary Public
My Commission Expires:

Notarial Seal



SCHEDULE A

Registered Patents				
Country	Patent	Owner	Registration No.	Registration Date
USA	Loop and saddle connection system and method for mechanically stabilized earth wall	Grantor	9103089	August 11, 2015
USA	Connection system and method for mechanically stabilized earth wall	Grantor	8840341	September 23, 2014
USA	Precast arch structure with skewed ends	Grantor	7572084	August 11, 2009
USA	Mechanically stabilized earth system and method of making same	Grantor	4968186	November 6, 1990

Pending Patent Applications				
Country	Patent	Owner	Application No.	Filing Date
NONE	NONE	NONE	NONE	NONE

Registered Trademarks					
Country	Word Mark	Owner	Serial No.	Registration No.	Registration Date
USA	Tricon Precast	Grantor	86766253	4972390	June 7, 2016
USA	Triweb	Grantor	85405637	4610104	September 23, 2014
USA	Crimplock	Grantor	85276534	4165551	June 26, 2012
USA	Tricon Precast Limited	Grantor	85204056	4095454	February 7, 2012
USA	Redi-Span	Grantor	76635821	3458532	July 1, 2008

Pending Trademark Applications				
Country	Word Mark	Owner	Serial No.	Filing Date
USA	Trigrid	Grantor	86795034	October 21, 2015