

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514719

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name  | Formerly | Execution Date | Entity Type                         |
|---|----------|----------------|-------------------------------------|
| Fred Weber, Inc.                              |          | 03/14/2019     | Corporation: DELAWARE               |
| Bluff City Minerals, LLC                      |          | 03/14/2019     | Limited Liability Company: MISSOURI |
| J.T.R., Inc.                                  |          | 03/14/2019     | Corporation: MISSOURI               |
| Iron Mountain Trap Rock Company               |          | 03/14/2019     | Corporation: MISSOURI               |
| Fred Weber Reinforced Concrete Products, Inc. |          | 03/14/2019     | Corporation: MISSOURI               |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | PNC Bank, National Association              |
| <b>Street Address:</b>   | 500 First Avenue                            |
| <b>Internal Address:</b> | Commercial Loan Service Center/DCC          |
| <b>City:</b>             | Pittsburgh                                  |
| <b>State/Country:</b>    | PENNSYLVANIA                                |
| <b>Postal Code:</b>      | 15219                                       |
| <b>Entity Type:</b>      | National Banking Association: UNITED STATES |

## PROPERTY NUMBERS Total: 9

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 4397331 | ECO-BRAWN                                |
| Registration Number: | 3210812 | FRED WEBER INC                           |
| Registration Number: | 2299182 | BLUFF CITY                               |
| Registration Number: | 3271801 | BLUFF CITY MINERALS A SUBSIDIARY OF WEBE |
| Registration Number: | 2221195 | HIGHCAL                                  |
| Registration Number: | 1998550 | HIGHCAL90PLUS                            |
| Registration Number: | 5453792 | IMTR                                     |
| Registration Number: | 1267141 | IRON MOUNTAIN TRAP ROCK                  |
| Registration Number: | 3267800 | IRON MOUNTAIN TRAP ROCK COMPANY          |

## CORRESPONDENCE DATA

Fax Number: 2158325619

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2155695619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

|                                |                       |
|--------------------------------|-----------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 074658-14105          |
| <b>NAME OF SUBMITTER:</b>      | Timothy D. Pecsénye   |
| <b>SIGNATURE:</b>              | /Timothy D. Pecsénye/ |
| <b>DATE SIGNED:</b>            | 03/18/2019            |

**Total Attachments: 6**

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source=(118234166)\_ (1)\_Patent and Trademark Security Agreement (PNC\_FWI) (2)#page3.tif  
source=(118234166)\_ (1)\_Patent and Trademark Security Agreement (PNC\_FWI) (2)#page4.tif  
source=(118234166)\_ (1)\_Patent and Trademark Security Agreement (PNC\_FWI) (2)#page5.tif  
source=(118234166)\_ (1)\_Patent and Trademark Security Agreement (PNC\_FWI) (2)#page6.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”) is made as of this 14<sup>th</sup> day of March, 2019, by FRED WEBER, INC., a Delaware corporation (“FWI”), BLUFF CITY MINERALS, LLC, a Missouri limited liability company (“Bluff City”), J.T.R., INC., a Missouri corporation (“JTR”), IRON MOUNTAIN TRAP ROCK COMPANY, a Missouri corporation (“Iron Mountain”), and FRED WEBER REINFORCED CONCRETE PRODUCTS, INC., a Missouri corporation (“Concrete Products”, together with FWI, Bluff City, JTR, and Iron Mountain, collectively the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations until the Obligations are Paid in Full, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, excluding the Excluded Property (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s United States trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), all of the goodwill associated with the Trademarks, and licenses of any of the foregoing (“Trademark Licenses”), including those referred to on Schedule I hereto (however, not including any pending “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law);

(b) all of Grantor's United States patents and patent applications (collectively, "Patents"), and licenses of any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the Patents; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

6. [Reserved].

7. GOVERNING LAW. Section 16.1 of the Credit Agreement is hereby incorporated by reference as if set forth in full herein, *mutatis mutandis*.

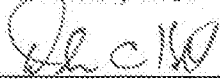
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission, PDF format, or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.


[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

FRED WEBER, INC.

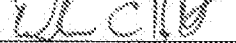
By:   
Name: Dale C. Hoette  
Title: President

FRED WEBER REINFORCED CONCRETE  
PRODUCTS, INC.


By:   
Name: Dale C. Hoette  
Title: President

BLUFF CITY MINERALS, LLC


By: Fred Weber, Inc., its sole member

By:   
Name: Dale C. Hoette  
Title: President

J.T.R., INC.

By:   
Name: Dale C. Hoette  
Title: Vice President

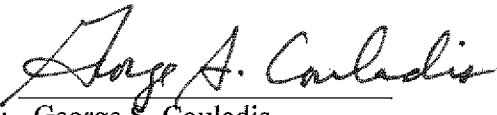
IRON MOUNTAIN TRAP ROCK COMPANY

By:   
Name: Dale C. Hoette  
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement (Fred Weber)]

Agreed and Accepted  
As of the Date First Written Above

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent






By:   
Name: George S. Couladis  
Title: Senior Vice President

[Signature Page to Patent and Trademark Security Agreement (Fred Weber)]

**TRADEMARK**  
**REEL: 006593 FRAME: 0429**

## SCHEDULE I

### Trade marks

| <u>Grantor</u>                  | <u>Country</u> | <u>Mark</u>   | <u>Registration No.</u> | <u>Registration Date</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Status</u> |
|---------------------------------|----------------|---|-------------------------|--------------------------|------------------------|--------------------|---------------|
| Fred Weber, Inc.                | USA            | ECO-BRAWN   | 4397331                 | 09/03/2013               | 85/640656              | 06/01/2012         | Registered    |
| Fred Weber, Inc.                | USA            |    | 3210812                 | 02/20/2007               | 78/793868              | 01/18/2006         | Registered    |
| Bluff City Minerals, LLC        | USA            | BLUFF CITY  | 2299182                 | 12/14/1999               | 75/277012              | 04/18/1997         | Registered    |
| Bluff City Minerals, LLC        | USA            |    | 3271801                 | 07/31/2007               | 78/793854              | 01/18/2006         | Registered    |
| Bluff City Minerals, LLC        | USA            | HIGHCAL   | 2221195                 | 02/02/1999               | 75/277022              | 04/18/1997         | Registered    |
| Bluff City Minerals, LLC        | USA            | HIGHCAL90PLUS<br>*  | 1998550                 | 09/03/1996               | 74/467310              | 12/08/1993         | Registered    |
| Iron Mountain Trap Rock Company | USA            |  | 5453792                 | 04/24/2018               | 86/354299              | 07/31/2014         | Registered    |
| Iron Mountain Trap Rock Company | USA            | IRON MOUNTAIN TRAP ROCK   | 1267141                 | 02/14/1984               | 73/359607              | 04/13/1982         | Registered    |
| Iron Mountain Trap Rock Company | USA            |  | 3267800                 | 07/24/2007               | 78/793861              | 01/18/2006         | Registered    |
| Iron Mountain Trap Rock Company | Canada         |  | TMA74517<br>0           | 08/12/2009               | 1309137                | 07/14/2006         | Registered    |

**SCHEDULE I CONT'D**

**Patents**

| <u>Grantor</u>  | <u>Country</u> | <u>Title</u>                   | <u>Patent No.</u> | <u>Grant Date</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Status</u> |
|-----------------|----------------|--------------------------------|-------------------|-------------------|------------------------|--------------------|---------------|
| Fred Weber Inc. | USA            | Hot-Mix Asphalt Paving Mixture | 9,528,000         | 12/27/2016        | 14/094,280             | 12/02/2013         | Granted       |