## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM674767 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/26/2021	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Redi-Mix, LLC		
Street Address:	331 North Main Street		
City:	Euless		
State/Country:	TEXAS		
Postal Code:	76039		
Entity Type:	Limited Liability Company: TEXAS		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4198511	QUADRASET

## CORRESPONDENCE DATA

Fax Number: 6175236850

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.

Phone: 617-523-2700

susan.dinicola@hklaw.com,tyson.wanjura@hklaw.com Email:

Holland & Knight LLP **Correspondent Name:** Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola	
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	09/15/2021

#### **Total Attachments: 3**

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**TRADEMARK** REEL: 007423 FRAME: 0238 900643657

## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "<u>Release</u>") is made August 26, 2021 by BANK OF AMERICA, N.A., a national banking association ("<u>Agent</u>").

WHEREAS, reference is made to that certain (i) Fourth Amended and Restated Loan and Security Agreement dated as of June 25, 2021 (as amended, restated, amended and restated, supplemented and/or modified to date, the "Loan Agreement"), among U.S. Concrete, Inc., a Delaware corporation ("US Concrete"), as a Borrower, the other Borrowers signatory thereto (together with US Concrete, collectively, "Borrowers"), the Guarantors signatory thereto (collectively, "Guarantors"), the financial institutions party thereto from time to time as lenders (collectively, "Lenders"), and Agent as agent for such Lenders and (ii) Second Lien Trademark Security Agreement dated as of December 17, 2014 and recorded with the United States Patent and Trademark Office on December 22, 2014, at Reel 5425, Frame 0333 (as amended, restated, amended and restated, supplemented and/or modified to date, the "IP Security Agreement"), by Redi-Mix, LLC, a Texas limited liability company ("Grantor"), in favor of Agent. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement or IP Security Agreement, as applicable.

**WHEREAS**, under the IP Security Agreement, Grantor granted to Agent a continuing security interest in all of the right, title and interest of Grantor in and to the Secured Trademarks identified therein, including, but not limited to, the Trademarks set forth on <u>Schedule I</u> attached hereto.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of itself, the Secured Parties and its and their respective successors and assigns, hereby (i) terminates the IP Security Agreement, (ii) releases, relinquishes and discharges any and all Liens on, and its security interest in and to the Secured Trademarks arising under the Security Documents, including, but not limited to, the Trademarks set forth on Schedule I attached hereto, and any right, title or interest in or granted under the Security Documents in such Trademarks, and (iii) authorizes the recordation of this Release by Grantor or its designee with the United States Patent and Trademark Office.

The Agent agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrower's cost.

This Release shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

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TRADEMARK REEL: 007423 FRAME: 0239

# **SCHEDULE I**

# **Trademarks**

Name of Grantor	Trademark	Registration Date	Registration Number
Redi-Mix, LLC	QUADRASET	8/28/2012	4198511

TRADEMARK REEL: 007423 FRAME: 0240 IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its authorized officer as of the day and year first written above.

BANK OF AMERICA, N.A.

By: <u>\_\_\_\_\_\_\_</u>

Title: Senior Vice President

[Signature Page to Release of Seourlty Interests In Intellectual Property]

TRADEMARK REEL: 007423 FRAME: 0241

**RECORDED: 09/15/2021**