

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ozinga Bros, Inc.		07/29/2022	Corporation: ILLINOIS
Ozinga Ready Mix Concrete, Inc.		07/29/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3355270	OZINGA	
Registration Number:	5171530	TOGETHER BUILDING BETTER	
Registration Number:	1809609		
Registration Number:	5979866	EZ STRIP TEST CYLINDER	
Registration Number:	5534273	MERRY MIXER	
Registration Number:	6168031	TRANZLOADER	
Registration Number:	3227672	FINISH-AID	
Registration Number:	3401564	FILTERCRETE	
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>			
Phone:	3125585600		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Mary Katherine Kulback, Winston & Strawn		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Mary Katherine Kulback		

CH \$215.00 3355270

SIGNATURE:	/Mary Katherine Kulback/mp
DATE SIGNED:	08/01/2022
Total Attachments: 5 source=Ozinga - Trademark Security Agreement Executed#page1.tif source=Ozinga - Trademark Security Agreement Executed#page2.tif source=Ozinga - Trademark Security Agreement Executed#page3.tif source=Ozinga - Trademark Security Agreement Executed#page4.tif source=Ozinga - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2022, is made by OZINGA BROS, INC., an Illinois corporation (the “Company”) and Ozinga Ready Mix Concrete, Inc., an Illinois corporation (“Ozinga RMC”, collectively with the Company, the “Grantors” and each individually a “Grantor”), in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Fourth Amended and Restated Credit Agreement, dated as of July 29, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, certain of their Subsidiaries and/or Affiliates signatory thereto (collectively with the Grantors, the “Borrowers” and each individually, a “Borrower”), each of the Guarantors (as defined therein) from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor is a party to the Third Amended and Restated Pledge and Security, dated as of July 29, 2022, by and among the Loan Parties from time to time party thereto in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its registrations and applications for registration for United States Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" 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 such intent-to-use Trademark application under applicable United States law.

Section 3. Security and Pledge Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

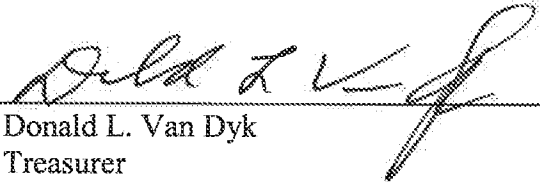
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

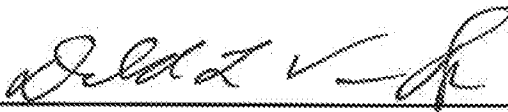
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OZINGA BROS., INC.
as Grantor

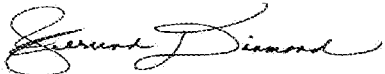
By: 
Name: Donald L. Van Dyk
Title: Treasurer

OZINGA READY MIX CONCRETE, INC.
as Grantor

By: 
Name: Donald L. Van Dyk
Title: Treasurer

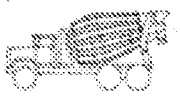

ACCEPTED AND AGREED
as of the date first above written:

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

By: 
Name: Gerund Diamond
Title: Vice President

Schedule 1

Trademark Registrations

Grantor	Mark	Filing Date	Reg. No.	Reg. Date
Ozinga Bros., Inc.	OZINGA	March 9, 2007	3355270	December 18, 2007
Ozinga Bros., Inc.	TOGETHER BUILDING TOGETHER	August 30, 2016	5171530	March 28, 2017
Ozinga Bros., Inc.		September 17, 1992	1809609	December 7, 1993
Ozinga Bros., Inc.	EZ STRIP TEST CYLINDER	June 14, 2019	5979866	February 4, 2020
Ozinga Bros., Inc.	MERRY MIXER	December 7, 2017	5534273	August 7, 2018
Ozinga Ready Mix Concrete, Inc.		March 10, 2020	6168031	October 6, 2020
Ozinga Ready Mix Concrete, Inc.	FINISH-AID	June 5, 2006	3227672	April 10, 2007
Ozinga Ready Mix Concrete, Inc.	FILTERCRETE	July 26, 2007	3401564	March 25, 2018

Trademark Applications

None.