

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NITROcrete LLC		04/20/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	10333 North Meridian Street, Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6437242	NITROCRETE	
Registration Number:	6437243	NITROCRETE	
Serial Number:	90862417	NITROFLETE	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177139468		
Email:	gcroy@taftlaw.com		
Correspondent Name:	Gregory B. Coy		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Jacqueline A. Lindsey		
SIGNATURE:	/Jacqueline A. Lindsey/		
DATE SIGNED:	04/25/2023		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NITROCRETE LLC, an Indiana limited liability company (the "Grantor"), hereby confirms its grant to FIRST MERCHANTS BANK, with an address at 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290 (the "Grantee"), of a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States registered trademarks set forth on Schedule A attached hereto, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks"), (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith, (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks, in each case to the extent of the terms of the Security Agreement (as defined below); provided, that the foregoing shall not include any intent-to-use trademark application prior to the filing 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 security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

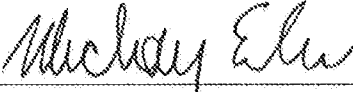
THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS is made to secure the satisfactory performance and payment of all Obligations, as such term is defined in the Security Agreement among the Grantor, the other Borrowers party thereto, and the Grantee, dated as of February 24, 2023 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 20th day of April, 2023.

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"GRANTOR"

NITROcrete LLC,
an Indiana limited liability company

By: 

Michael J. Erler
Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 008051 FRAME: 0940

"GRANTEE"


FIRST MERCHANTS BANK

By: _____
Print Name: STACY ANIELLO
Title: VICE PRESIDENT

[Trademark Security Agreement]

SCHEDULE A

Trademarks

Mark	App. No.	Reg. No.	Reg. Date
NITROCRETE	90/029,146	6437242	August 3, 2021
	90/029,153	6437243	August 3, 2021
NITROflete	90/862,417	Pending	Filed August 3, 2021

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