

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Besser Company		12/23/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Standard Federal Bank National Association
Street Address:	2600 W. Big Beaver Rd.
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	75218257	MASTER BLOCKMAKER
Registration Number:	2576716	AUTOPAC
Registration Number:	2134159	BLOCKMAKERS WORKSHOP
Registration Number:	2071530	SMARTPAC
Registration Number:	1651891	ULTRAPAC
Registration Number:	1565511	VERSAPAC
Registration Number:	1178855	SUPERPAC
Registration Number:	1138945	BESCO
Registration Number:	1077275	BESCOPAC
Registration Number:	1001460	BESCODYNE
Registration Number:	925470	DYNAPAC
Registration Number:	884982	POSAPAC
Registration Number:	664362	BESSER-MATIC
Registration Number:	537960	BESSER

CH \$390.00 75218257

Registration Number:

529690

VIBRAPAC

CORRESPONDENCE DATA

Fax Number: (248)351-3082

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (248) 351-3000

Email: mbisard@jaffelaw.com

Correspondent Name: Mark Bisard

Address Line 1: 27777 Franklin Road

Address Line 2: Suite 2500

Address Line 4: Southfield, MICHIGAN 48034-8214

NAME OF SUBMITTER:

Mark Bisard

Signature:

/mbisard/

Date:

01/27/2005

Total Attachments: 17

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2004 is entered into among BESSER COMPANY (the "Company") and each other Person signatory hereto as a Grantor (the Company, such Persons signatory hereto together with any other Person that becomes a party hereto as provided herein, are also referred to individually as the "Grantor" and collectively, as the "Grantors") in favor of STANDARD FEDERAL BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent")

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lenders") and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above

BESSER COMPANY, a Michigan corporation

By: Juli S. Musch
Juli S Musch,
Secretary, Treasurer and
Chief Financial Officer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]
Title: V.P.

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Oakland)^{SS}

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S. Musch, who is the Secretary, Treasurer and Chief Financial Officer of Besser Company, a Michigan corporation, on behalf of the corporation

Notary's Signature: [Signature]
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

Signature Page to Patent & Trademark Security Agreement

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above

AGGREGATE PLANT PRODUCTS CO, a
Texas corporation

By: *Juli S. Musch*
Juli S. Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION, as Administrative Agent

By: *[Signature]*
Title: *[Signature]*

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF *Oakland* ^{SS}

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S. Musch, who is the Secretary and Treasurer of Aggregate Plant Products Co., a Texas corporation, on behalf of the corporation

Notary's Signature: *Deon M. Borock*
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: *3/19/08*
Acting in the County of _____

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BAKER ENTERPRISES, INC , a Michigan corporation

By: Juli S. Musch
Juli S. Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]
Title: V.P.

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Oakland) ss

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S. Musch, who is the Secretary and Treasurer of Baker Enterprises, Inc. , a Michigan corporation, on behalf of the corporation

Notary's Signature: [Signature]
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above

BESSER FINANCE CORPORATION, a Michigan corporation

By: Juli S. Musch
Juli S. Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]
Title: V.P.

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Oakland ss

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S Musch, who is the Secretary and Treasurer of Besser Finance Corporation, a Michigan corporation, on behalf of the corporation

Notary's Signature: Deon M. Borock
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above

BESSER INVESTIMENT & SERVICE,
INC , a Michigan corporation

By: Juli S. Musch
Juli S. Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION, as Administrative Agent

By: [Signature]
Title: [Signature]

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Oakland)^{SS}

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S Musch, who is the Secretary and Treasurer of Besser Investment & Service, Inc , a Michigan corporation, on behalf of the corporation

Notary's Signature: Deon M. Borock
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LITHIBAR MATIK, INC., a Michigan corporation

By: Juli S. Musch
Juli S. Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]
Title: [Signature]

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Oakland)^{SS}

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S Musch, who is the Secretary and Treasurer of Lithibar Matik, Inc , a Michigan corporation, on behalf of the corporation

Notary's Signature: [Signature]
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OSCODA ENGINEERING &
MANUFACTURING, INC , a Michigan
corporation

By: *Juli S. Musch*
Juli S Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION, as Administrative Agent

By: *[Signature]*
Title: *V.P.*

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF *Oakland*) ss

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S Musch, who is the Secretary and Treasurer of Oscoda Engineering & Manufacturing, Inc , a Michigan corporation, on behalf of the corporation.

Notary's Signature: *Deon M. Borock*
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: *3/19/08*
Acting in the County of _____

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BESSER PRONEQ INC , a Canadian corporation

By: Juli S. Musch
Juli S Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]
Title: _____

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Oakland)^{SS}

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S Musch, who is the Secretary and Treasurer of Concrete Mold Corporation, a Canadian corporation, on behalf of the corporation

Notary's Signature: [Signature]
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above

CONCRETE MOLD CORPORATION, a
California corporation

By: Juli S. Musch
Juli S Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL
ASSOCIATION, as Administrative Agent

By: [Signature]
Title: [Signature]

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Oakland)^{SS}

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S. Musch, who is the Secretary and Treasurer of Concrete Mold Corporation, a California corporation, on behalf of the corporation

Notary's Signature: [Signature]
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above

INTERNATIONAL PIPE MACHINERY CORPORATION, an Iowa corporation

By: Juli S. Musch
Juli S. Musch,
Secretary and Treasurer

Acknowledged:

STANDARD FEDERAL BANK NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]
Title: [Signature]

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN)
COUNTY OF Calhoun)^{SS}

The foregoing instrument was acknowledged before me in Oakland County, Michigan, on December 23, 2004, by Juli S Musch, who is the Secretary and Treasurer of International Pipe Machinery Corporation, an Iowa corporation, on behalf of the corporation

Notary's Signature: [Signature]
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My commission expires: 3/19/08
Acting in the County of _____

DEON M. BOROCK
Notary Public, Oakland County, MI
My Commission Expires 03/19/2008

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Besser Company

Mark	Federal Registration Number	Date
Vibrapac	529,690	August 25, 1950
Besser	537,960	February 20, 1951
Besser-Matic	664,362	July 15, 1952
Posapac	884,982	January 27, 1970
Dynapac	925,470	December 14, 1971
Bescodyne	1,001,460	January 14, 1975
Bescopac	1,077,275	November 15, 1977
Besco	1,138,945	August 26, 1980
Superpac	1,178,855	November 24, 1981
Versapac	1,565,511	November 14, 1989
Ultrapac	1,651,891	July 23, 1991
Smartpac	2,071,530	September 26, 1995
Blockmaker's Workshop	2,134,159	February 3, 1998
Master Blockmaker	Pending 75/218,257	December 24, 1996
Autopac	2,576,716	June 4, 2002

Lithibar Matik, Inc

Mark	Federal Registration Number	Date
Lithibar	0801263	January 4, 1966

Aggregate Plant Products Co.

Mark	Federal Registration Number	Date
Appco	670,187	November 25, 1998
Besser Appco	2,314,649	February 1, 2000

International Pipe Machinery Company (d/b/a McCracken)

Mark	Federal Registration Number	Date Filed
McCracken	730,028	9-27-60
Vibro-Mac	911,683	3-26-69
Macalloy	1,211,257	9-8-81
BiDi	1,447,142	9-19-86
Laser	2,167,802	12-17-93

International Pipe Machinery Company (d/b/a Hydrotile)

Mark	Federal Registration Number	Date Filed
Hydrotile Hydropak	1,046,255	6-6-75
Hydrotile	815,435	6-24-65

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Besser Company

Description	Federal Registration Number	Date
Method for Texturizing Block	6,257,865	July 10, 2001
Concrete Product Mold Inserting and Removing Device	5,952,015	September 14, 1999
Method and apparatus for texturing	5,942,181	August 24, 1999
Concrete block molding machine	4,978,488	December 18, 1990
Bag palletizing system, method and apparatus	4,778,323	October 18, 1988
Bag palletizing system	4,712,975	December 15, 1987
Article stacking apparatus	4,498,831	February 12, 1985
Mechanical vibrator assembly	4,312,242	January 26, 1982
Apparatus and method for discharging	4,260,352	April 7, 1981
Apparatus and method for stacking	4,199,287	April 22, 1980
Noise suppression structure	1,082,108	July 22, 1980
Noise suppression structure	4,235,580	November 25, 1980
Continuous tunnel kiln for curing	1,048,751	February 20, 1979
Height guaging mechanism	4,095,925	June 20, 1978
Height guaging mechanism	4,036,570	July 19, 1977
Ball sizing machine and method	4,005,591	February 1, 1977
Height guaging mechanism	3,963,397	June 15, 1976
Block making machine	1,037,250	June 3, 1975
Continuous tunnel kiln for curing	3,923,451	December 2, 1975
Continuous kiln for curing	41,206	September 4, 1974
Apparatus for forming blocks	3,833,331	September 3, 1974
Vibrating mold with pallet apparatus	3,832,119	August 24, 1974
Block cubing apparatus	3,963,945	October 10, 1972
Apparatus forming building blocks	3,679,340	July 25, 1972

Description	Federal Registration Number	Date
Pallet clamp	3,660,004	May 2, 1972
Mold assembly for concrete block	3,608,162	September 28, 1971
Height control of concrete block	3,545,053	December 8, 1970
Reciprocating pallet cleaner	3,217,348	November 16, 1965
Building block	192,288	February 27, 1962
Building block	185,611	June 30, 1959
Pallet handling apparatus	2,692,418	October 26, 1954
Core valve pin	Pending 09/619,066	July 19, 2000
Movable mold components	Pending 09/565,812	May 5, 2000
Mold cleaning system	Pending 09/564,998	May 4, 2002
Concrete products machine "Pac Series"	Pending 09/733,414	September 7, 2000
Automatic mold restraints	Pending 09/148,429	May 29, 2002
Automatic head clamp	Pending 09/733,414	September 7, 2000

Lithibar Matik, Inc.

Description	Federal Registration Number	Date
Method and apparatus for patterning concrete blocks and products	5,788,460	April 1, 1997
Acceleration control device for a hydraulic drive unit	4,800,767	January 31, 1989

International Pipe Machinery Corp (d/b/a McCracken)

Description	Federal Registration Number	Date Filed
Bidirectional packerhead	4,540,539	12-21-82
Hydraulic vibrator	4,861,252	9-29-88
T-Lock	5,028,368	7-11-89
Improved BiDi/Packerhead Assembly	5,080,571	2-28-90
Heat treated segments	5,215,604	8-1-90
T-Lock equipment	5,139,404	4-8-91
Laser	5,364,578	11-23-92
Laser Vibrator	5,433,523	3-4-94

International Pipe Machinery Corp. (d/b/a Hydrotile)

Description	Federal Registration Number	Date Filed
Counter rotating packerhead assembly and feed control	4,407,648	4-9-82
Concrete feed & packerhead lift control	4,639,342	1-27-86
Neptune machine-Single station counter rotating distribution	4,957,424	3-13-89
Neptune machine Single station single distributor	5,167,967	5-20-91
Neptune machine-dual station-single station distributor	5,147,196	11-13-89
Cage positioner	5,236,322	8-23-91
Neptune machine with final controls	5,248,248	9-11-92