# CH \$1690.00 19491

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM408252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONTECH ENGINEERED SOLUTIONS INC.		11/15/2016	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Agent	
Street Address: 1525 West WT Harris Blvd.		
Internal Address:	MAC D1109-019	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28262	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 67**

Property Type	Number	Word Mark
Registration Number:	1949179	A-JACKS
Registration Number:	1352839	ARMORFLEX
Registration Number:	1361927	ARMORLOC
Registration Number:	3376008	ARMORTEC
Registration Number:	3506516	BACTERRA
Registration Number:	1317292	BEBO
Registration Number:	1323702	BEBO
Registration Number:	4990302	BIOSCAPE
Registration Number:	1903360	BRIDGECOR
Registration Number:	2006814	BRIDGETEK
Registration Number:	3168388	CAPSTONE
Registration Number:	2197009	CDS
Registration Number:	3667668	CHAMBERMAXX
Registration Number:	1472307	CON/SPAN
Registration Number:	3190760	CON/STORM
Registration Number:	3168264	CONNECTOR
Registration Number:	1868277	CONTECH
Registration Number:	3100219	CONTECH
		TRADEMARK

900387988 REEL: 005943 FRAME: 0201

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Property Type	Number	Word Mark
Registration Number:	3054032	CONTECH
Registration Number:	3054028	CONTECH
Registration Number:	3398383	CONTECH
Registration Number:	1483048	CONTECH
Registration Number:	1507784	CONTECH
Registration Number:	1483434	CONTECH
Registration Number:	3046044	CONTINENTAL
Registration Number:	758281	CORLIX
Registration Number:	1853030	CSF
Registration Number:	4145469	
Registration Number:	4305459	
Registration Number:	3617286	DUROMAXX
Registration Number:	2809956	DYOB
Registration Number:	3558593	DYODS
Registration Number:	4215342	EXPRESS
Registration Number:	4184175	EXPRESS
Registration Number:	4679731	EZ-LOC
Registration Number:	2818067	FILTERRA
Registration Number:	4293155	FILTERRA BIOPAVE
Registration Number:	3137952	GATEWAY
Registration Number:	2368092	GEOLINK
Registration Number:	504561	HEL-COR
Registration Number:	3686537	JELLYFISH
Registration Number:	3168266	KEYSTONE
Registration Number:	3168265	LINK
Registration Number:	4358923	MAGELLAN PIONEERING WASTEWATER TREATMENT
Registration Number:	4603157	MOBILE PIPE
Registration Number:	604998	MULTI-PLATE
Registration Number:	577337	MULTI-PLATE
Registration Number:	600902	MULTI-PLATE
Registration Number:	4444674	O-SERIES
Registration Number:	2223901	PETRAFLEX
Registration Number:	3958704	PHOSPHOSORB
Registration Number:	3121940	PIPE MPV
Registration Number:	2406034	QUICK STAB
Registration Number:	628923	SMOOTH-FLO
Registration Number:	2415852	STAB-JOINT
Registration Number:	3242221	STEADFAST BRIDGES

Property Type Number		Word Mark
Registration Number:	1783843	STEADFAST BRIDGES
Registration Number: 1975254		SUPER-PLATE
Registration Number: 2315408		THE STORMWATER MANAGEMENT STORMFILTER
Registration Number:	792813	TRUSS PIPE
Registration Number:	1541217	ULTRA FLO
Registration Number:	4436701	URBANGREEN
Registration Number:	3172384	VORTCLAREX
Registration Number:	2444408	VORTECHS
Registration Number:	2929839	VORTSENTRY
Serial Number:	86919368	COLONIAL
Serial Number:	86919377	HORIZON

# **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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:** 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	037216-0035
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	12/08/2016

# **Total Attachments: 13**

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 15th day of November, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("<u>Wells Fargo</u>"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

### WITNESSETH:

WHEREAS, pursuant to that certain Restated First Lien Credit Agreement dated as of November 15, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among QUIKRETE Holdings, Inc. (the "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Restated First Lien Guaranty and Security Agreement, dated as of November 15, 2016(including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing:

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- (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule I attached hereto,
  - (ii) all extension and renewals thereof,
- (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof,
- (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and
- (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any "intent-to-use" trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law, provided that upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1051(c) or a statement of use under 15 U.S.C. § 1051(d) (or any successor provisions), such intent-to-use application shall be considered Trademark Collateral.

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- 5. <u>COUNTERPARTS</u>. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall

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deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL 6. REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 29 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

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US-DOCS\73397475.3 **TRADEMARK**  IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:** 

CONTECH ENGINEERED SOLUTIONS INC., as sole member of CONTECH ENGINEERED SOLUTIONS LLC

CONTECH ENGINEERED SOLUTIONS INC., as sole member of CONTECH ENGINEERED SOLUTIONS LLC, as sole member of KEYSTONE RETAINING WALL SYSTEMS LLC and IMBRIUM SYSTEMS LLC

QUIKRETE HOLDINGS, INC., as sole member of PAVESTONE, LLC

QUIKRETE INTERNATIONAL, INC. as sole member of SPEC/MIX, LLC

By:

Name: David T. Jones

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# ACCEPTED AND ACKNOWLEDGED BY:

**AGENT:** 

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:

Name: William Nikon
Title: Senior Vice President

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# U.S. TRADEMARK REGISTRATIONS/APPLICATIONS:

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	A-JACKS	74645754 3/13/1995	1949179 1/16/1996	Registered	Contech Engineered Solutions LLC
2.	ARMORFLEX	73522585 2/19/1985	1352839 8/6/1985	Registered	Contech Engineered Solutions LLC
3.	ARMORLOC	73528343 3/22/1985	1361927 9/24/1985	Registered	Contech Engineered Solutions LLC
4.	ARMORTEC	78832454 3/8/2006	3376008 1/29/2008	Registered	Contech Engineered Solutions LLC
5.	BACTERRA	78798018 1/24/2006	3506516 9/23/2008	Registered	Contech Engineered Solutions LLC
6.	BEBO	73404793 12/6/1982	1317292 1/29/1985	Registered	Contech Engineered Solutions LLC
7.	BEBO	73405219 12/8/1982	1323702 3/5/1985	Registered	Contech Engineered Solutions LLC
8.	BIOSCAPE	86712844 8/3/2015	4990302 6/28/2016	Registered	Contech Engineered Solutions LLC
9.	BRIDGECOR	74485901 2/3/1994	1903360 7/4/1995	Registered	Contech Engineered Solutions LLC
10.	BRIDGETEK	74575292 9/19/1994	2006814 10/8/1996	Registered	Contech Engineered Solutions LLC
11.	CAPSTONE	78773042 12/14/2005	3168388 11/7/2006	Registered	Contech Engineered Solutions LLC
12.	CDS	75187262 10/24/1996	2197009 10/20/1998	Registered	Contech Engineered Solutions LLC
13.	CHAMBERMAXX	77533543 7/29/2008	3667668 8/11/2009	Registered	Contech Engineered Solutions LLC
14.	COLONIAL	86919368 2/25/2016		Pending ITU	Contech Engineered Solutions LLC
15.	CON/SPAN	73664827 6/5/1987	1472307 1/12/1988	Registered	Contech Engineered Solutions LLC

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	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
16.	CON/STORM	76654282 1/31/2006	3190760 1/2/2007	Registered	Contech Engineered Solutions LLC
17.	CONNECTOR	78768995 12/8/2005	3168264 11/7/2006	Registered	Contech Engineered Solutions LLC
18.	CONTECH CONTECH	74414706 7/20/1993	1868277 12/20/1994	Registered	Contech Engineered Solutions LLC
19.	CONTECH	78521320 11/22/2004	3100219 6/6/2006	Registered	Contech Engineered Solutions LLC
20.	CONTECH	78521611 11/23/2004	3054032 1/31/2006	Registered	Contech Engineered Solutions LLC
21.	CONTECH	78521272 11/22/2004	3054028 1/31/2006	Registered	Contech Engineered Solutions LLC
22.	CONTECH	78521296 11/22/2004	3398383 3/18/2008	Registered	Contech Engineered Solutions LLC
23.	CONTECH	73679335 8/19/1987	1483048 4/5/1988	Registered	Contech Engineered Solutions LLC
24.	CONTECH	73679345 8/19/1987	1507784 10/11/1988	Registered	Contech Engineered Solutions LLC
25.	CONTECH	73679346 8/19/1987	1483434 4/5/1988	Registered	Contech Engineered Solutions LLC
26.	CONTINENTAL	78527564 12/6/2004	3046044 1/17/2006	Registered	Contech Engineered Solutions LLC
27.	CORLIX	72146063 6/4/1962	758281 10/15/1963	Registered	Contech Engineered Solutions LLC
28.	CSF	74369512 3/17/1993	1853030 9/6/1994	Registered	Contech Engineered Solutions LLC
29.	Design Only	85328239 5/24/2011	4145469 5/22/2012	Registered	Contech Engineered Solutions LLC
30.	Design Only	77603228 10/29/2008	4305459 3/19/2013	Registered	Contech Engineered Solutions LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
31.	DUROMAXX	77453651 4/21/2008	3617286 5/5/2009	Registered	Contech Engineered Solutions LLC
32.	DYOB	76445645 8/30/2002	2809956 2/3/2004	Registered	Contech Engineered Solutions LLC
33.	DYODS	77290417 9/27/2007	3558593 1/6/2009	Registered	Contech Engineered Solutions LLC
34.	EXPRESS	85431759 9/26/2011	4215342 9/25/2012	Registered	Contech Engineered Solutions LLC
35.	EXPRESS	85317911 5/11/2011	4184175 7/31/2012	Registered	Contech Engineered Solutions LLC
36.	EZ-LOC	86098852 10/23/2013	4679731 1/27/2015	Registered	Contech Engineered Solutions LLC
37.	FILTERRA	76377542 3/1/2002	2818067 2/24/2004	Registered	Contech Engineered Solutions LLC
38.	FILTERRA BIOPAVE	85462939 11/2/2011	4293155 2/19/2013	Registered	Contech Engineered Solutions LLC
39.	GATEWAY	78501485 10/18/2004	3137952 9/5/2006	Registered	Contech Engineered Solutions LLC
40.	GEOLINK	75656381 3/9/1999	2368092 7/18/2000	Registered	Contech Engineered Solutions LLC
41.	HEL-COR	71527685 7/5/1947	504561 12/7/1948	Registered	Contech Engineered Solutions LLC
42.	HORIZON	86919377 2/25/ 2016		Pending ITU	Contech Engineered Solutions LLC
43.	JELLYFISH	77159137 4/18/2007	3686537 9/22/2009	Registered	Contech Engineered Solutions LLC
44.	KEYSTONE	78768998 12/8/2005	3168266 11/7/2006	Registered	Contech Engineered Solutions LLC
45.	LINK	78768997 12/8/2005	3168265 11/7/2006	Registered	Contech Engineered Solutions LLC
46.	MAGELLAN PIONEERING WASTEWATER TREATMENT  Magellan	85570397 3/15/2012	4358923 6/25/2013	Registered	Contech Engineered Solutions LLC
47.	MOBILE PIPE	86098848 10/23/2013	4603157 9/9/2014	Registered	Contech Engineered Solutions LLC
48.	MULTI-PLATE	71657996 12/15/1953	604998 4/26/1955	Registered	Contech Engineered Solutions LLC
49.	MULTI-PLATE	71631397 6/19/1952	577337 7/14/1953	Registered	Contech Engineered Solutions LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
50.	MULTI-PLATE	71657997 12/15/1953	600902 1/18/1955	Registered	Contech Engineered Solutions LLC
51.	o-series	85651553 6/14/2012	4444674 12/3/2013	Registered	Contech Engineered Solutions LLC
52.	PETRAFLEX	75363234 9/25/1997	2223901 2/16/1999	Registered	Contech Engineered Solutions LLC
53.	PHOSPHOSORB	77820697 9/4/2009	3958704 5/10/2011	Registered	Contech Engineered Solutions LLC
54.	PIPE MPV	78516948 11/15/2004	3121940 7/25/2006	Registered	Contech Engineered Solutions LLC
55.	QUICK STAB	75839957 11/5/1999	2406034 11/21/2000	Registered	Contech Engineered Solutions LLC
56.	SMOOTH-FLO	71698119 11/14/1955	628923 6/19/1956	Registered	Contech Engineered Solutions LLC
57.	STAB-JOINT	75897176 1/14/2000	2415852 12/26/2000	Registered	Contech Engineered Solutions LLC
58.	STEADFAST BRIDGES	78930892 7/17/2006	3242221 5/15/2007	Registered	Contech Engineered Solutions LLC
59.	STEADFAST BRIDGES  STEADFAST BRIDGES	74329477 11/9/1992	1783843 7/27/1993	Registered	Contech Engineered Solutions LLC
60.	SUPER-PLATE	74490329 2/14/1994	1975254 5/21/1996	Registered	Contech Engineered Solutions LLC
61.	THE STORMWATER MANAGEMENT STORMFILTER	75434100 2/13/1998	2315408 2/8/2000	Registered	Contech Engineered Solutions LLC
62.	TRUSS PIPE	72200266 8/20/1964	792813 7/20/1965	Registered	Contech Engineered Solutions LLC
63.	ULTRAFLO	73762162 11/7/1988	1541217 5/30/1989	Registered	Contech Engineered Solutions LLC
64.	URBANGREEN	77603221 10/29/2008	4436701 11/19/2013	Registered	Contech Engineered Solutions LLC
65.	VORTCLAREX	78593280 3/23/2005	3172384 11/14/2006	Registered	Contech Engineered Solutions LLC
66.	VORTECHS	76020748 4/7/2000	2444408 4/17/2001	Registered	Contech Engineered Solutions LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
67.	VORTSENTRY	78302257 9/18/2003	2929839 3/1/2005	Registered	Contech Engineered Solutions LLC
68.	IMBRIUM	85360571 6/30/2011	4153042 6/5/2012	Registered	Imbrium Systems LLC
69.	IMBRIUM	85360561 6/30/2011	4153041 6/5/2012	Registered	Imbrium Systems LLC
70.	SORBTIVE	77357658 12/21/2007	3939411 4/5/2011	Registered	Imbrium Systems LLC
71.	STORMCEPTOR	74392724 5/20/1993	1882917 3/7/1995	Registered	Imbrium Systems LLC
72.	Stormceptor	74535673 6/10/1994	1989010 7/23/1996	Registered	Imbrium Systems LLC
73.	ABREZZIA	86577803 3/26/2015		Pending ITU	Keystone Retaining Wall Systems LLC
74.	ALAMEDA	85356557 6/27/2011	4211229 9/18/2012	Registered	Keystone Retaining Wall Systems LLC
75.	ARBOR STONE	75019517 11/14/1995	2232524 3/16/1999	Registered	Keystone Retaining Wall Systems LLC
76.	CAMDEN COBBLE	86295868 5/30/2014	4867803 12/8/2015	Registered	Keystone Retaining Wall Systems LLC
77.	CAMPTON	86295882 5/30/2014	4896191 2/2/2016	Registered	Keystone Retaining Wall Systems LLC
78.	CANYON RIDGE	85350111 6/20/2011	4403785 9/17/2013	Registered	Keystone Retaining Wall Systems LLC
79.	CANYON STONE	85350109 6/20/2011	4258525 12/11/2012	Registered	Keystone Retaining Wall Systems LLC
80.	CORSIA	85350131 6/20/2011	4799924 8/25/2015	Registered	Keystone Retaining Wall Systems LLC
81.	COUNTRY COTTAGE	85472680 11/15/2011	4220848 10/9/2012	Registered	Keystone Retaining Wall Systems LLC
82.	INSIGNIA	85350113 6/20/2011	4211183 9/18/2012	Registered	Keystone Retaining Wall Systems LLC
83.	JAWS TECHNOLOGY	86281867 5/15/2014	4670536 1/13/2015	Registered	Keystone Retaining Wall Systems LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Оwner
84.		78567012 2/14/2005	3055148 1/31/2006	Registered	Keystone Retaining Wall Systems LLC
85.	K	78566977 2/14/2005	3269376 7/24/2007	Registered	Keystone Retaining Wall Systems LLC
86.	KEYDRAW	78766545 12/5/2005	3379462 2/5/2008	Registered	Keystone Retaining Wall Systems LLC
87.	KEYKUT	85605541 4/23/2012	4369750 7/16/2013	Registered	Keystone Retaining Wall Systems LLC
88.	KEYMARK	87148891 8/24/2016		Pending ITU	Keystone Retaining Wall Systems LLC
89.	KEYSTEEL	85363868 7/6/2011	4547946 6/10/2014	Registered	Keystone Retaining Wall Systems LLC
90.	EYSTONE	78566993 2/14/2005	3144403 9/19/2006	Registered	Keystone Retaining Wall Systems LLC
91.	KEYSTONE EYSTONE	78566996 2/14/2005	3065698 3/7/2006	Registered	Keystone Retaining Wall Systems LLC
92.	KEYSTONE 133 ELITE	78755445 11/16/2005	3304138 10/2/2007	Registered	Keystone Retaining Wall Systems LLC
93.	KEYSTONE CENTURY WALL	78324236 11/6/2003	2979499 7/26/2005	Registered	Keystone Retaining Wall Systems LLC
94.	KEYSTONE COMPAC	86441957 10/31/2014	4759925 6/23/2015	Registered	Keystone Retaining Wall Systems LLC
95.	KEYSTONE ESSENTIALS	85114600 8/24/2010	3940899 4/5/2011	Registered	Keystone Retaining Wall Systems LLC
96.	KEYSTONE GARDEN WALL	85183965 11/23/2010	4115898 3/20/2012	Registered	Keystone Retaining Wall Systems LLC
97.	KEYSTONE HARDSCAPES	86185454 2/5/2014	4765365 6/30/2015	Registered	Keystone Retaining Wall Systems LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
98.	KEYSTONE KAPSTONES	78438669 6/21/2004	3096595 5/23/2006	Registered	Keystone Retaining Wall Systems LLC
99.	KEYSTONE RETAINING WALL SYSTEMS	74369771 3/18/1993	2468614 7/17/2001	Registered	Keystone Retaining Wall Systems LLC
100.	KEYSTONE STANDARD	86443783 11/4/2014	4760071 6/23/2015	Registered	Keystone Retaining Wall Systems LLC
101.	KEYSTONE STANDARD	86441960 10/31/2014	4759926 6/23/2015	Registered	Keystone Retaining Wall Systems LLC
102.	KEYWALL	75926127 2.24.2000	2414204 12/19/2000	Registered	Keystone Retaining Wall Systems LLC
103.	LEGACY STONE	75019515 11/14/1995	2072726 6/17/1997	Registered	Keystone Retaining Wall Systems LLC
104.	LUNDURRA	86577832 3/26/2015	4989787 6/28/2016	Registered	Keystone Retaining Wall Systems LLC
105.	PALAZZO STONE	78865453 4/20/2006	3208860 2/13/2007	Registered	Keystone Retaining Wall Systems LLC
106.	PASEO	86577821 3/26/2015		Pending ITU	Keystone Retaining Wall Systems LLC
107.	POTENZO STONE	78972182 9/12/2006	3464620 7/8/2008	Registered	Keystone Retaining Wall Systems LLC
108.	QUARRY RESERVE SERIES	77686737 3/9/2009	3797074 6/1/2010	Registered	Keystone Retaining Wall Systems LLC
109.	SANDIA	86295896 5/30/2014	4896192 2/2/2016	Registered	Keystone Retaining Wall Systems LLC
110.	SCULPTERRA	77688185 3/11/2009	4132216 4/24/2012	Registered	Keystone Retaining Wall Systems LLC
111.	SEDONA STONE	75942233 3/13/2000	2577249 6/11/2002	Registered	Keystone Retaining Wall Systems LLC
112.	SENTINEL	85350135 6/20/2011	4659890 12/23/2014	Registered	Keystone Retaining Wall Systems LLC
113.	STONEGATE	78901575 6/6/2006	3209243 2/13/2007	Registered	Keystone Retaining Wall Systems LLC
114.	VERAZZO STONE	78949352 8/10/2006	3400096 3/18/2008	Registered	Keystone Retaining Wall Systems LLC
115.	VISAGE	86875896 1/14/2016		Pending ITU	Keystone Retaining Wall Systems LLC
116.	VISTA DSM	78616493 4/25/2005	3231066 4/17/2007	Registered	Keystone Retaining Wall Systems LLC
117.	WINDOM LEDGESTONE	85097919 8/2/2010	4027872 9/20/2011	Registered	Keystone Retaining Wall Systems LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
118.	XERISTONE	78266080 6/23/2003	2931881 3/8/2005	Registered	Keystone Retaining Wall Systems LLC
119.	BROADSTONE	87028495 5/6/2016		Pending	Pavestone, LLC
120.	ROCKWALL	87028503 5/6/2016		Pending	Pavestone, LLC
121.	RUMBLESTONE	87028498 5/6/2016		Pending	Pavestone, LLC
122.	SPLITROCK	87028501 5/6/2016		Pending	Pavestone, LLC
123.	MASONRY MADNESS	86114095 11/8/2013	4563290 7/8/2014	Registered	Spec/Mix, LLC.

**RECORDED: 12/08/2016**