

08-16-2001

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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE



To the Honorable Commissioner of

attached original document(s) or cop(ies).

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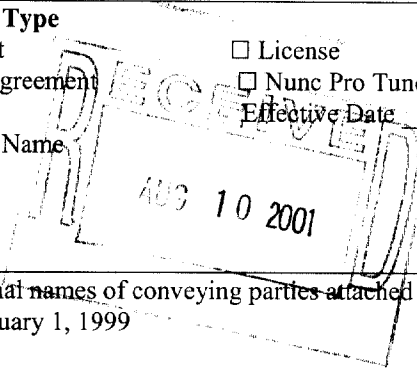
Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

08/10/01

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment



Effective Date _____

Conveying Party

Name: Southdown, Inc.
Formerly _____

Mark if additional names of conveying parties attached
Execution date: January 1, 1999

- Individual General Partnership Limited Partnership Corporation Association Other _____
- Citizenship/State of Incorporation/Organization: Louisiana

Receiving Party

Name: Southdown Finance, Inc.
Address (line 1) 2601 Saturn, Suite 200
Address (line 2) Brea, California 92821

Mark if additional names of receiving parties attached

- Individual General Partnership Limited Partnership Corporation Association Other _____
- Citizenship/State of Incorporation/Organization: Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of domestic representative should be attached. (Designation must be a separate document from Assignment)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____

Correspondent Name and Address

Area Code and Telephone Number: (713) 221-1529

Name: Mark A. Tidwell
Address (line 1) Bracewell & Patterson, L.L.P.
Address (line 2) 711 Louisiana, Suite 2900, Houston, TX 77002

Pages Enter the total number of pages of the attached conveyance document including any attachments 16

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Either enter the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers)

Trademark Application Number (s) _____
Registration Number(s) 1,846,748

Number of Properties Enter the total number of properties involved. 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment: Enclosed Deposit Account Authorization to charge additional fees: Yes No

Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account 50-0259

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark A. Tidwell
Mark A. Tidwell

Mark A. Tidwell
Signature

8/7/01
Date Signed

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TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT is effective as of 12:15 a.m., Houston, Texas time on January 1, 1999, by and between Southdown, Inc. ("Assignor"), a Louisiana corporation having offices at 1200 Smith Street, Suite 2400, Houston, Texas 77002; and Southdown Finance, Inc. ("Assignee"), a Delaware corporation, having offices at 2601 Saturn Street, Suite 200, Brea, California 92821. The Assignor and Assignee are collectively referred to herein as the "Parties." Assignee is a wholly owned subsidiary of Assignor.

WHEREAS, the Assignor is the owner of certain trademarks, service marks and trade names as represented by the trademarks and their associated registrations and applications described on Attachment A attached to and made a part of this Assignment (including all domestic and foreign rights, registrations, and applications, the "Trademarks"), and of brand names, logos, inventions, discoveries, improvements, processes, technologies, know-how, formulae, drawings, specifications, trade secrets, plans, computer software (including source codes and other documentation thereof), and other proprietary, technical and other information, data and intellectual property, and all licenses, permits and other rights to use the foregoing, whether patentable or unpatentable, used or held for use in or associated with the cement, concrete products and aggregates business conducted heretofore by Assignor, as more fully described from time to time on Attachment B attached to and made a part of this Assignment (together with the Trademarks, the "Intellectual Property"); and

WHEREAS, the Assignor desires to transfer as an additional capital contribution the Intellectual Property to the Assignee, and the Assignee desires to receive the Intellectual Property as an additional capital contribution.

NOW, THEREFORE, the Assignor, as an additional contribution to the capital of Assignee, which constitutes good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged by the Assignor:

1. Hereby assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Intellectual Property and its associated registrations and applications, both domestic and foreign, together with the goodwill of the business associated with and symbolized by the Intellectual Property; and
2. Hereby assigns, transfers and conveys to the Assignee, its successors and assigns, all causes of action, past, present, and future for infringement or unfair competition with respect to the Intellectual Property; and
3. Will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Intellectual Property conveyed hereunder.

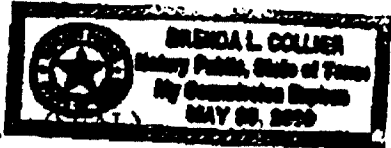
IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative on December 31, 1998, but effective for all purposes as of the date and time first stated above.

SOUTHDOWN, INC.

By: Allan B. Korsakov
Allan B. Korsakov
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Personally appeared before me this 31st day of December, 1998, Allan B. Korsikov
to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that
he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and
purposes therein set forth.



Brenda L. Collier
Notary Public
My Commission expires 5/30/00

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Attachment A
ASSIGNED TRADEMARKS

<u>Trademark</u>	<u>App./Reg. No. (if any)</u>
YARD RIGHT	N/A
EZ FILL & Design	N/A
SOUTHDOWN Logo	N/A
SOUTHDOWN	N/A
CORRECT	U.S. Serial No. 75-305,604
MEDUSA CARB	U.S. Reg. No. 2,176,122
THOMASVILLE	U.S. Reg. No. 2,158,300
CITADEL	U.S. Reg. No. 2,096,321
Design Only	U.S. Reg. No. 1,846,748
FIBERGUN	U.S. Reg. No. 1,788,159
RICHCOLOR	U.S. Reg. No. 1,171,255
PLASMOR	U.S. Reg. No. 795,878
SOUTHWESTERN PORTLAND CEMENT COMPANY & Design	U.S. Reg. No. 770,210
MEDUSA and Design	U.S. Reg. No. 762,166
RICHMORTAR	U.S. Reg. No. 691,130
ELTORO BRAND SOUTHWESTERN PORTLAND CEMENT CO. EL PASO, TEX. & Design	U.S. Reg. No. 582,790

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Attachment A
ASSIGNED TRADEMARKS, cont.

<u>Trademark</u>	<u>App./Reg. No. (if any)</u>
BRIKSET (Stylized Letters)	U.S. Reg. No. 337,905
Design Only	U.S. Reg. No. 328,114
STONESET (Stylized Letters)	U.S. Reg. No. 288,535
MEDUSA and Design	U.S. Reg. No. 44,957
SOUTHWESTERN PORTLAND CEMENT COMPANY	New Mexico Reg. No. 18,561
VICTOR	California Reg. No. 39,194
MEDUSA CEMENT COMPANY	Pennsylvania Reg. No. 1,562,309

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