

09-24-2001



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U.S. Patent & TMOfc/TM Mail Rcpt Dt #2:

Recordation Form Cover Sheet

TRADEMARKS ONLY

Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

QPR Corp.
380 Hardy Road
Brantfort, Ontario
Canada N3T 5T6

09/10/01

2. Name and address of receiving party(ies):

Lafarge Corporation
12950 Worldgate Drive, Suite 500
Herndon, VA 20170-6000

- Individual(s):
- Association:
- General Partnership
- Limited Partnership
- Corporation - State: Canada
- Other: _____

- Individual(s) citizenship: _____
- Association:
- General Partnership
- Limited Partnership
- Corporation - State: Maryland
- Other: _____

Additional name(s) of conveying party(ies) attached yes no

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: _____

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?

Yes No

Execution Date: 7/20/01

4. Application number(s) or registration numbers:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/753,123

1,668,526

75/629,549

09/21/2001 LNUELLER 00000188 75753123 Additional number(s) attached yes no

01 FC:481
02 FC:482

40.00 OP
50.00 OP



09-10-2001

U.S. Patent & TMO/TM Mail Receipt #25

5. Name, address of party to whom correspondence concerning document should be mailed:

Jason M. Drangel
Bazerman & Drangel, P.C.
60 East 42nd Street, Suite 820
New York, NY 10165

6. Total number of applications and registrations involved:

3

7. Total Fee (37 CFR 3.41)

\$ 90.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number:

(Attached duplicate copy of this page if using deposit account)

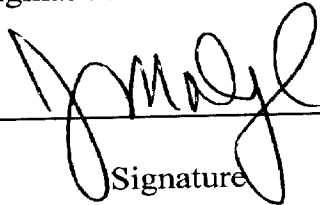
DO NOT USE THIS SPACE

9. 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.

Jason M. Drangel

Name


Signature

09-06-2001

Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D. C., 20231

TRADEMARK
REEL: 002371 FRAME: 0513

"D"

EXECUTION COPY

BLUE CIRCLE CANADA INC.

as BC Canada

and

QPR CORP.

as QPR

and

LAFARGE CANADA INC.

as Canadian Assignee

and

LAFARGE CORPORATION

as U.S. Assignee

TRADE MARK ASSIGNMENT AGREEMENT

July 20, 2001

TRADE MARK ASSIGNMENT AGREEMENT

09-10-2001

U.S. Patent & TMO/TM Mail Receipt #22

Trade mark assignment agreement dated July 20, 2001 by and among ~~with~~ Circle Canada Inc., a corporation organized under the laws of the Province of Ontario ("BC Canada"), QPR Corp., an unlimited liability corporation organized under the laws of the Province of Nova Scotia ("QPR"), Lafarge Canada Inc., a corporation organized under the laws of Canada (the "Canadian Assignee") and Lafarge Corporation, a corporation organized under the laws of the State of Maryland (the "U.S. Assignee").

RECITALS:

- (a) Each of BC Canada and QPR are indirect wholly-owned subsidiaries of Lafarge S.A., a corporation organized under the laws of France ("Lafarge S.A.").
- (b) Pursuant to a share and asset purchase agreement dated July 13, 2001, (the "Purchase Agreement") by and among Lafarge S.A., the Canadian Assignee, a corporation organized under the laws of Canada, and the U.S. Assignee, Lafarge S.A. agreed, *inter alia*, (i) to cause BC Canada and QPR to sell, assign, transfer, convey and deliver to the Canadian Assignee, the Canadian Trade Marks and the International Trade Marks (each as defined herein), together with *inter alia*, the portion of the business of QPR to which the Canadian Trade Marks and the International Trade Marks pertain and all goodwill relating thereto, and (ii) to cause QPR to sell, assign, transfer, convey and deliver to the U.S. Assignee, the U.S. Trade Marks (as defined herein) together with, *inter alia*, the portion of the business of QPR to which the U.S. Trade Marks pertain and all goodwill relating thereto.

In furtherance of the transactions contemplated by the Purchase Agreement and in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties hereto agree as follows:

Section 1 Canadian Assignment.

- (1) In consideration of the sum of one dollar and other good and valuable consideration now paid to BC Canada by the Canadian Assignee, the receipt whereof BC Canada hereby acknowledges, BC Canada hereby sells, assigns, transfers, conveys, delivers and sets over to the Canadian Assignee all of BC Canada's right, title and interest in and to the trade marks, which are registered or for which registration is applied for in the Trade Marks Office of Canada, as set forth on Schedule "A" under the heading "BC Canada Canadian Trade Marks" (collectively, the "BC Canada Canadian Trade

Marks”), including, without limitation (i) all Canadian common law rights therein and (ii) all rights in the registration and applications for registrations with the Trade Mark Office of Canada, and together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the BC Canada Canadian Trade Marks before and after registration and any other benefit to be derived therefrom, and including all right, interest, choses in action and rights of recovery and damages for past infringement. This assignment is intended to be an absolute assignment and not by way of security.

- (2) In consideration of the sum of one dollar and other good and valuable consideration now paid to BC Canada by the Canadian Assignee, the receipt whereof BC Canada hereby acknowledges, BC Canada hereby sells, assigns, transfers, conveys, delivers and sets over to the Canadian Assignee all of BC Canada’s right, title and interest in and to the trade marks registered or for which registration is applied for as set forth on Schedule “C” (collectively, the “BC Canada International Trade Marks”), including, without limitation (i) all common law rights therein and (ii) all rights in the registration and applications for registrations with applicable authorities and agencies, and together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the BC Canada International Trade Marks before and after registration and any other benefit to be derived therefrom, and including all right, interest, choses in action and rights of recovery and damages for past infringement. This assignment is intended to be an absolute assignment and not by way of security.
- (3) In consideration of the sum of one dollar and other good and valuable consideration now paid to QPR by the Canadian Assignee, the receipt whereof QPR hereby acknowledges, QPR hereby sells, assigns, transfers, conveys, delivers and sets over to the Canadian Assignee all of QPR’s right, title and interest in and to the trade marks, which are registered or for which registration is applied for in the Trade Marks Office of Canada, as set forth in Schedule “A” under the heading “QPR Trade Marks” (collectively, the “Canadian QPR Trade Marks”), including without limitation, (i) all Canadian common law rights therein and (ii) all rights in the registration and applications in the Trade Mark Office of Canada, and together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the Canadian QPR Trade Marks before and after registration and any other benefit to be derived

therefrom, and including all right, interest, choses in action and rights of recovery and damages for past infringement. This assignment is intended to be an absolute assignment and not by way of security.

- (4) The BC Canada Canadian Trade Marks and the Canadian QPR Trade Marks are hereinafter referred to as the "Canadian Trade Marks". The assignments described in Section 1(1) and Section 1(3) are referred to herein collectively as the "Canadian Assignment". The assignment described in Section 1(2) is referred to herein as the "International Assignment".

Section 2 U.S. Assignment.

In consideration of the sum of one dollar and other good and valuable consideration now paid to QPR by the U.S. Assignee, the receipt whereof QPR hereby acknowledges, QPR hereby sells, assigns, transfers and sets over (the "U.S. Assignment") to the U.S. Assignee all of QPR's right, title and interest in and to the trade marks and trade mark applications listed on Schedule "B", including, without limitation (i) all United States common law right therein and (ii) all rights in the registrations and applications for registration with the United States Patent and Trademark Office ("USPTO") listed on Schedule "B" (collectively, the "U.S. QPR Trade Marks"), and together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the U.S. QPR Trade Marks before and after registration and any other benefit to be derived therefrom, and including all right, interest, choses in action and rights of recovery and damages for past infringement. This assignment is intended to be an absolute assignment and set by way of security.

Section 3 Registration.

Each of BC Canada and QPR consents to an application to the Registrar of Trade Marks for recognition of the transfers relating to the Canadian Assignment, and QPR consents to an application to the USPTO for recordation of the transfers relating to the U.S. Assignment. BC Canada consents to an application to the appropriate governmental agencies in the jurisdictions noted in Schedule "C" for recognition of the transfers relating to the International Assignment.

Section 4 Further Assurances.

Each of BC Canada and QPR covenants with the Canadian Assignee, and QPR covenants with the U.S. Assignee, that each of them will, from time to time, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by each of the Canadian Assignee and the U.S. Assignee, as applicable, and their respective successors and assigns, for more effectually and completely implementing or carrying out the terms of the assignments described herein or for the purpose of registration or otherwise.

Section 5 Successors and Assigns.

The Canadian Assignment and the International Assignment shall enure to the benefit of the Canadian Assignee and its successors and assigns and shall be binding upon BC Canada, QPR and their respective successors and assigns and the U.S. Assignment shall enure to the benefit of the U.S. Assignee and its successors and assigns and shall be binding upon QPR and its successors and assigns.

Section 6 Governing Law.

This Trade Mark Assignment Agreement and the construction, interpretation and enforcement of the terms hereof shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of law provisions, provided that the validity and enforceability of the Canadian Trade Marks, the BC Canada International Trade Marks, the Canadian Assignment and the International Assignment shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the validity and enforceability of the U.S. Trademarks and the U.S. Assignment shall be governed by, the applicable federal laws of the United States and the laws of the State of New York.

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Section 7 Counterparts.

This Trade Mark Assignment Agreement may be executed in any number of counterparts (including counterparts by facsimile) each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Trade Mark Assignment Agreement.

BLUE CIRCLE CANADA INC.

By: 

Authorized Signatory

QPR CORP.

By: _____
Authorized Signatory

LAFARGE CANADA INC.

By: _____
Authorized Signatory

LAFARGE CORPORATION

By: _____
Authorized Signatory

Section 7 Counterparts.

This Trade Mark Assignment Agreement may be executed in any number of counterparts (including counterparts by facsimile) each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Trade Mark Assignment Agreement.

BLUE CIRCLE CANADA INC.

By: *Frederic J Kemp*
Authorized Signatory

QPR CORP.

By: *Frederic J Kemp*
Authorized Signatory

LAFARGE CANADA INC.

By: _____
Authorized Signatory

LAFARGE CORPORATION

By: _____
Authorized Signatory

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BLUE CIRCLE CANADA INC.

By:

Authorized Signatory

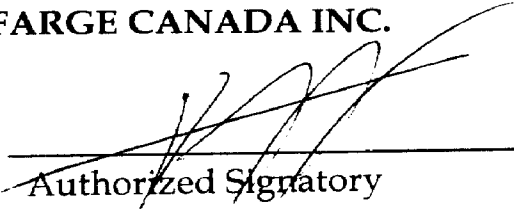
QPR CORP.

By:

Authorized Signatory

LAFARGE CANADA INC.

By:



Authorized Signatory

LAFARGE CORPORATION

By:

Authorized Signatory

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BLUE CIRCLE CANADA INC.

By: _____
Authorized Signatory

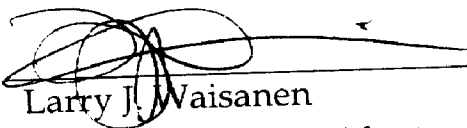
QPR CORP.

By: _____
Authorized Signatory

LAFARGE CANADA INC.

By: _____
Authorized Signatory

LAFARGE CORPORATION

By:  _____
Larry J. Waisanen
Executive Vice President and
Chief Financial Officer

SCHEDULE "A"
Canadian Trade Marks

1. BC Canada Canadian Trade Marks

<u>Trade Mark</u>	<u>Registration No.</u>	<u>Application/Filing Registration Date</u>
Black Magik	TMA 380,278	Registered February 22, 1991

2. QPR Trade Marks

<u>Trade Mark</u>	<u>Registration No.</u>	<u>Application/Filing Registration Date</u>
QPR 2000 and Design	TMA 378,078	Registered January 11, 1991
Quality Pavement Repair 2000	TMA 324,207	Registered February 27, 1987
QPR	TMA 527,469	Registered May 9, 2000

SCHEDULE "B"
U.S. Trade Marks

<u>Trade Mark</u>	<u>Serial/ Registration No.</u>	<u>Application/Filing Registration Date</u>
QPR	Serial No. 75/753,123 "intent to use" application	Filed July 16, 1999
QPR 2000	Registration No. 1,668,526	Registered December 17, 1991
QPR Rapidset	Serial No. 75/629,549 "intent to use" application	Filed January 29,1999

SCHEDULE "C"
International Trade Marks

Trademark	Jurisdiction	Registration No.	Filing/Registration Date
QPR 2000 and device	Netherlands	522.866	
QPR 2000 and Design	Japan	3219026	November 29, 1996
QPR Trademark	China	1258869	
QPR 2000 and Design	Mexico	155320	