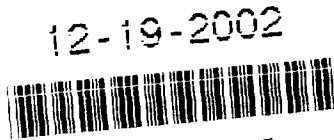


RI



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102315890

To the Honorable Commissioner of Patents and Trade

Original documents or copy thereof.

1. Name of conveying party(ies)

Western Aggregates, Inc.

12-13-02

- Individual  Association
- General Partnership  Limited Partnership
- Corporation-State-Delaware
- Other \_\_\_\_\_

Additional name(s) and address(es) attached?  Yes  No

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

Name: Texas Industries, Inc.

Internal Address:

Street Address: 1341 W. Mockingbird Lane

City/State/Zip: Dallas, Texas 75247, Texas 75062

- Individual  Association
- General Partnership  Limited Partnership
- Corporation-State-Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other - Asset Purchase Agreement

Execution Date: December 3, 1997

4. Application number(s) or registration number(s):

Mark if additional numbers attached

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 1,693,020

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

William D. Jackson  
Locke Liddell & Sapp LLP  
2200 Ross Avenue, Suite 2200  
Dallas, Texas 75201-6776

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Deposit Account Number: 12-1781

(Attach duplicate copy of this page if paying by deposit account)

12/18/2002 DBYRNE 00000189 1693020

01 FC:8521

40.00 DP

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.

William D. Jackson  
Name of Person Signing

Signature

December 12, 2002  
Date

Total number of pages including cover sheet, attachments and document: 7

DALLAS:677440.1

TRADEMARK  
REEL: 2634 FRAME: 0968

**ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 3rd day of December, 1997, by and between Texas Industries, Inc., a Delaware corporation ("Purchaser"), and Western Aggregates, Inc., a Delaware corporation ("Seller").**

**WITNESSETH:**

**WHEREAS, subject to Permitted Encumbrances (as hereinafter defined), Seller owns all right, title and interest in and to the assets, rights and properties described on Schedule 2.1 attached hereto and incorporated herein for reference (as defined in Schedule 2.1, the "Assets"), such Assets, together with the assets held by Seller pursuant to leases described on Schedule 4.6, being substantially all of the assets currently used in the operation of Seller's lightweight aggregate and sand and gravel operations located in Jefferson County, Colorado (collectively, the "Business"); and**

**WHEREAS, Seller desires to sell the Assets to Purchaser and Purchaser desires to acquire the Assets from Seller, all pursuant to this Agreement as hereinafter provided; and**

**WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the execution and delivery of this Agreement, and to set forth certain additional agreements related to the transactions contemplated hereby;**

**NOW, THEREFORE, for and in consideration of the premises, the mutual representations, warranties and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:**

ARTICLE ONE

GENERAL DEFINITIONS

For purposes of this Agreement, the following terms shall have the respective meanings set forth below:

1.1 *Accounts Receivable.* "Accounts Receivable" shall have the meaning set forth in Section 4.16.

1.2 *Affiliate.* "Affiliate" of any Person shall mean any Person Controlling, Controlled by or under common Control with such Person.

1.3 *Article.* "Article" shall mean an Article of this Agreement, unless otherwise stated.

1.4 *Assets.* "Assets" shall have the meaning set forth in the first "WHEREAS" of the preamble of this Agreement.

[REDACTED]




IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

above written.

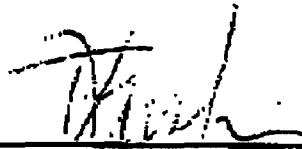
**PURCHASER:**

**TEXAS INDUSTRIES, INC.**

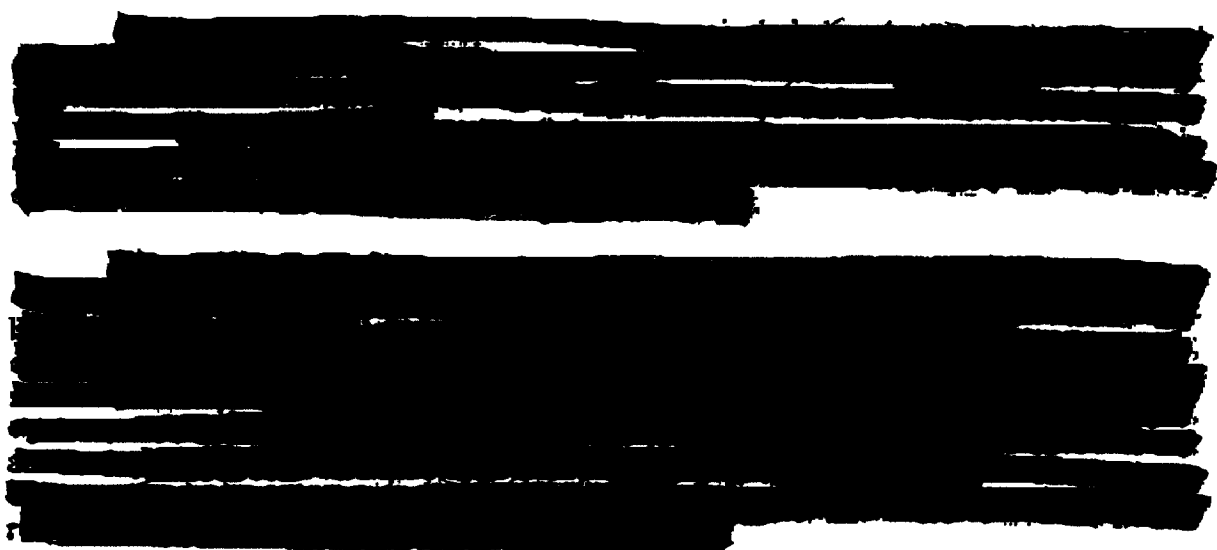
By   
\_\_\_\_\_  
**Kenneth R. Allen**  
**Vice President and Treasurer**

**SELLER:**

**WESTERN AGGREGATES, INC.**

By   
\_\_\_\_\_  
**Thomas W. Leishman**  
**Vice President**





(i) The right to use the name "Western Aggregates, Inc." or variants of that name in the conduct of business and all of Seller's interest in and to the names "Realite" and "Blucstone Aggregates Company".