

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rinker Materials Western, Inc.		01/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lafarge North America Inc.
Street Address:	12950 Worldgate Drive
Internal Address:	Suite 500
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20170
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2876097	ULTRA PERFORMANCE CONCRETE

CORRESPONDENCE DATA

Fax Number: (703)796-2217

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

Phone: 703 480-3688

Email: pam.melvin@lafarge-na.com

Correspondent Name: Lafarge North America

Address Line 1: 12950 Worldgate Drive

Address Line 2: Suite 500

Address Line 4: Herndon, VIRGINIA 20170

NAME OF SUBMITTER:

Pam Melvin

Total Attachments: 3

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TRADEMARK
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of 14 January, 2004 by Rinker Materials Western, Inc., a Delaware corporation, with its principal place of business at 1501 Belvedere Road, West Palm Beach, Florida, 33406 ("Assignor") to Lafarge North America Inc., a Maryland corporation, with its principal place of business at 12950 Worldgate Drive, Suite 500, Herndon, Virginia, 20170 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark ULTRA PERFORMANCE CONCRETE, U.S. Application Serial No. 76/419507, and the resulting trademark registration (yet to be assigned) as set forth on Exhibit A hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

Rinker Materials Western, Inc.
(Assignor)

By: [Signature]

Name: Gustaf T. Murphy

Title: President

Lafarge North America Inc.
(Assignee)

By: [Signature]

Name: Timothy Power

Title: Assistant General Counsel

EXHIBIT A

U.S. TRADEMARK APPLICATION/REGISTRATION

<u>Mark</u>	<u>Application No.</u>	<u>Status</u>	<u>Registration No.</u>
ULTRA PERFORMANCE CONCRETE	76/419507	Published	(yet to be assigned)