

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/31/1999

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GIFFORD-HILL CONCRETE PRODUCTS, INC. OF CALIFORNIA		01/31/1999	CORPORATION:

**RECEIVING PARTY DATA**

Name:	HANSON CONCRETE PRODUCTS, INC.
Street Address:	3500 Maple Avenue, Suite 1500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	CORPORATION: VIRGINIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	0993611	CEN-VI-RO

**CORRESPONDENCE DATA**

Fax Number: (703)836-2021  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (703) 836-6620  
 Email: fredh@burnsdoane.com  
 Correspondent Name: Fred W. Hathaway, Esq.  
 Address Line 1: P.O. Box 1404  
 Address Line 4: Alexandria, VIRGINIA 22313-1404

NAME OF SUBMITTER:	Fred W. Hathaway
Signature:	/Fred W. Hathaway/

CH \$40.00 0993611

Date:

02/17/2005

**Total Attachments: 13**

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COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

February 5, 1999

The State Corporation Commission finds the accompanying articles submitted on behalf of

HANSON CONCRETE PRODUCTS, INC.

to comply with the requirements of law. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

GIFFORD-HILL CONCRETE PRODUCTS, INC. OF MANASSAS  
GIFFORD-HILL-AMERICAN, INC. (A DE CORPORATION NOT  
QUALIFIED IN VA  
GIFFORD-HILL CONCRETE PRODUCTS, INC. OF CALIFORNIA  
(A CA CORPORATION NOT QUALIFIED IN VA)

is merged into HANSON CONCRETE PRODUCTS, INC., which continues to exist under the laws of VIRGINIA with the name HANSON CONCRETE PRODUCTS, INC.. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on February 5, 1999.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT  
CIS20317  
99-02-05-0516

# COMMONWEALTH OF VIRGINIA

## ARTICLES OF MERGER

Effective January 31, 1999, **Gifford-Hill-American, Inc.**, a Delaware corporation (herein referred to as "GHA"), **Gifford-Hill Concrete Products, Inc. of California**, a California corporation (herein referred to as "GHCP-CA"), **Gifford-Hill Concrete Products, Inc. of Manassas**, a Virginia corporation (herein referred to as "GHCP-VA"), and **Hanson Concrete Products, Inc.**, a Virginia corporation (herein referred to as "Hanson"), do hereby adopt the following Articles of Merger, pursuant to the provisions of the General Corporation Law of the State of California, the Virginia Stock Corporation Act and the General Corporation Law of the State of Delaware:

### **ARTICLE 1** **Plan of Merger**

Attached hereto and made a part hereof as **Exhibit A** is the Agreement and Plan of Merger for merging GHA, GHCP-CA and GHCP-VA with and into Hanson (herein referred to as the "Merger"), as approved by resolution adopted at a meeting by the Board of Directors of GHA on January 28, 1999, by resolution adopted at a meeting by the Board of Directors of GHCP-CA on January 28, 1999, by resolution adopted at a meeting by the Board of Directors of GHCP-VA on January 28, 1999, and by resolution adopted at a meeting by the Board of Directors of Hanson on January 28, 1999.

### **ARTICLE 2** **Location of the Agreement and Plan of Merger**

A copy of the fully executed Agreement and Plan of Merger is on file at the principal place of business of Hanson, the surviving corporation, which has an address of:

3500 Maple Avenue  
Suite 1500  
Dallas, TX 75219

A copy of the Agreement and Plan of Merger will be furnished by Hanson upon written request and without cost to the shareholders of each party to the Merger.

### **ARTICLE 3** **Compliance with Laws**

The Merger is permitted by the laws of the State of Delaware, the jurisdiction of organization of GHA, by the laws of the Commonwealth of Virginia, the jurisdiction of organization of GHCP-VA and Hanson, by the laws of the State of California, the jurisdiction of organization of GHCP-CA, and has been authorized in compliance with the laws of each of said jurisdictions.

**ARTICLE 4**  
**GHA Shareholder Approval**

With respect to GHA, all 2,000 issued shares of capital stock are owned by Hanson Concrete Products, Inc., which, as sole shareholder, approved the Merger at a special meeting held on January 28, 1999.

**ARTICLE 6**  
**GHCP-CA Shareholder Approval**

With respect to GHCP-CA, all 300,000 issued shares of capital stock are owned by Hanson Concrete Products, Inc., which, as sole shareholder, approved the Merger at a special meeting held on January 28, 1999.

**ARTICLE 7**  
**GHCP-VA Shareholder Approval**

With respect to GHCP-VA, all 21,314 issued shares of capital stock are owned by Hanson Concrete Products, Inc., which, as sole shareholder, approved the Merger at a special meeting held on January 28, 1999.

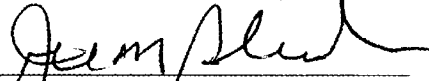
**ARTICLE 8**  
**Hanson Shareholder Approval**

With respect to Hanson, all 189,993 issued shares of capital stock are owned by CP&P Acquisition Company, which, as sole shareholder, approved the Merger at a special meeting held on January 28, 1999.

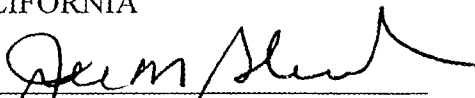
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IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed as of January 28, 1999.

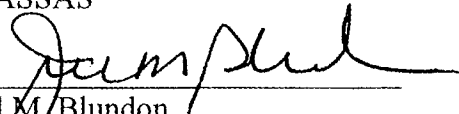
GIFFORD-HILL-AMERICAN, INC.

By:   
Name: Jill M. Blundon  
Title: Vice President

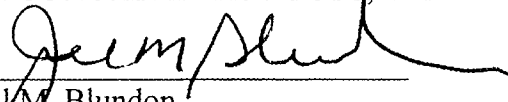
GIFFORD-HILL CONCRETE PRODUCTS, INC.  
OF CALIFORNIA

By:   
Name: Jill M. Blundon  
Title: Vice President and Assistant Secretary

GIFFORD-HILL CONCRETE PRODUCTS, INC.  
OF MANASSAS

By:   
Name: Jill M. Blundon  
Title: Vice President and Assistant Secretary

HANSON CONCRETE PRODUCTS, INC.

By:   
Name: Jill M. Blundon  
Title: Vice President and Assistant Secretary

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**EXHIBIT A  
TO  
ARTICLES OF MERGER  
OF  
GIFFORD-HILL-AMERICAN, INC.,  
GIFFORD-HILL CONCRETE PRODUCTS, INC. OF CALIFORNIA,  
GIFFORD-HILL CONCRETE PRODUCTS, INC. OF MANASSAS  
AND  
HANSON CONCRETE PRODUCTS, INC.**

**[See attached]**

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (herein referred to as "this Agreement and Plan of Merger"), is dated January 31, 1999 and is by and between **HANSON CONCRETE PRODUCTS, INC.**, a Virginia corporation (herein referred to as "Hanson"), **GIFFORD-HILL CONCRETE PRODUCTS, INC. OF MANASSAS**, a Virginia corporation (herein referred to as "Manassas"), **GIFFORD-HILL CONCRETE PRODUCTS, INC. OF CALIFORNIA**, a California corporation (herein referred to as "California"), and **GIFFORD-HILL-AMERICAN, INC.**, a Delaware corporation (herein referred to as "American"), with Hanson, California, Manassas and American being sometimes referred to herein collectively as the "Constituent Entities."

**RECITALS:**

**WHEREAS**, California is a wholly-owned subsidiary of Hanson; and

**WHEREAS**, Manassas is a wholly-owned subsidiary of Hanson; and

**WHEREAS**, American is a wholly-owned subsidiary of Hanson; and

**WHEREAS**, the respective boards of directors and shareholders of the Constituent Entities have decided that American, California and Manassas should merge with and into Hanson pursuant to the provisions of Subchapter IX of the Delaware General Corporation Law (herein referred to as the "DCL"), Chapter 11 of the California General Corporation Law (herein referred to as the "CCL"), Article 12 of the Virginia Stock Corporation Act (herein referred to as the "VCA"), Section 368(a)(1)(A) of the Internal Revenue Code of 1986 (herein referred to as the "Code") and this Agreement and Plan of Merger, to form a single entity.

**NOW, THEREFORE**, for good and valuable consideration, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

**ARTICLE I**

**The Merger**

Upon the terms and subject to the provisions of the DCL, the CCL, the VCA, the Code and this Agreement and Plan of Merger, at the Effective Time (as such term is defined in **Article II** hereof), American, California and Manassas shall be merged with and into Hanson (herein called the "Merger"), the separate corporate existence of American, California and Manassas shall cease



and Hanson shall be the entity surviving the Merger (said entity surviving the Merger being herein sometimes referred to as the "Surviving Entity").

**ARTICLE II**  
**Effective Time of the Merger**

The effective time and date of the Merger shall be at 11:59 p.m., E.S.T., January 31, 1999 (the "Effective Time"). The Constituent Entities shall cause "Articles of Merger," together with such other instruments and other documents as may be necessary or appropriate including, but not limited to, this Agreement and Plan of Merger, to be filed in the offices of the Secretary of State of the Commonwealth of Virginia in accordance with the VCA, and the states of Delaware and California in accordance with the DCL and CCL. The Articles of Merger shall specify the Effective Time.

**ARTICLE III**  
**Governing Law**

The laws of the Commonwealth of Virginia shall govern the Surviving Entity and the Surviving Entity shall be a Virginia business corporation.

**ARTICLE IV**  
**Articles of Incorporation**

The Articles of Incorporation of Hanson as of the Effective Time shall be the Articles of Incorporation of the Surviving Entity. Said Articles of Incorporation shall continue in full force and effect until amended in the manner prescribed by the provisions of the VCA.

**ARTICLE V**  
**By-Laws**

The current By-Laws of American, of California and of Manassas are hereby repealed and the By-Laws of Hanson attached hereto as **EXHIBIT A** shall be the By-Laws of the Surviving Entity until the same shall be amended or repealed in accordance with the provisions thereof.

**ARTICLE VI**  
**Directors and Officers**

The members constituting the Board of Directors of the Surviving Entity as of the Effective Time and the officers in office of the Surviving Entity as of the Effective Time shall continue to hold their respective directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of the Surviving Entity in effect from time to time.

**ARTICLE VII**  
**Conversion of Shares**

**Section 7.01.** American Stock. The issued shares of American shall not be converted in any manner, but each said share that has been issued as of the Effective Time shall be surrendered and extinguished.

**Section 7.02.** California Stock. The issued shares of California shall not be converted in any manner, but each said share that has been issued as of the Effective Time shall be surrendered and extinguished.

**Section 7.03.** Manassas Stock. The issued shares of Manassas shall not be converted in any manner, but each said share that has been issued as of the Effective Time shall be surrendered and extinguished.

**ARTICLE VIII**  
**Compliance with Constituent Jurisdictions; Shareholder Approval**

The laws of Delaware, California and Virginia permit a merger with a corporation of another jurisdiction, and the Merger is in compliance with the laws of said jurisdictions. This Agreement and Plan of Merger shall be submitted to the directors and shareholders of the Constituent Entities for their approval or rejection, all in the manner prescribed by the provisions of the DCL, the CCL and the VCA.

**ARTICLE IX**  
**Effect of the Merger**

At the Effective Time, the Surviving Entity shall succeed to, as a result of the Merger and without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Entities and all property, real, personal and mixed, and all debts due to any of the Constituent Entities on whatever account, shall be vested in the Surviving Entity; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Entity as they were of the respective Constituent Entities, and the title to any real estate vested by deed or otherwise in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors, including, but not limited to, past and present shareholders of the Constituent Corporation who were creditors immediately prior to the Effective Time, and all liens upon any property of any of the Constituent Entities, shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time.

**THE SURVIVING ENTITY SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FEES AND FRANCHISE TAXES REQUIRED BY THE LAWS OF THE STATES OF INCORPORATION OF EACH OF THE CONSTITUENT ENTITIES, AND THE SURVIVING ENTITY SHALL BE OBLIGATED TO PAY SUCH FEES AND FRANCHISE TAXES IF THE SAME ARE NOT TIMELY PAID.**

**ARTICLE X**  
**Location of Principal Office**

The location of the principal office of the Surviving Entity in the Commonwealth of Virginia, under which laws the Surviving Entity exists, is as follows:

2900 Terminal Avenue  
Richmond, VA 23234

## ARTICLE XI

### Application to Transact Business in California

The Surviving Entity, desiring to be licensed to transact business as a foreign corporation in the State of California upon the Effective Time, shall concurrently herewith apply for a permanent license to transact such business therein and designates for such purpose the following as its statutory agent in the State of California:

CT Corporation System  
818 West Seventh Street  
Los Angeles, CA 90017

The corporate purpose of the Surviving Entity to be exercised within the State of California is the conduct of all lawful business for which corporations may be incorporated under the CCL. The Surviving Entity has not obtained a license to transact business in California at any time in the past.

## ARTICLE XII

### Accounting Matters

The assets and liabilities of the Constituent Entities, as of the Effective Time, shall be taken up on the books of the Surviving Entity at the amounts at which they shall be carried at that time on the books of the respective Constituent Entities; provided, however, that the Board of Directors of the Surviving Entity may revalue such assets in accordance with the DCL, the CCL, the VCA and the Code. The surplus of the Surviving Entity after the Merger, including any surplus arising in the Merger from the Constituent Entities, shall be available to be used for any legal purposes for which surplus may be used.

## ARTICLE XIII

### Conduct of Businesses Pending the Merger

**Section 13.01. No Organizational Changes.** From and after the date of this Agreement and Plan of Merger and prior to the Effective Time, none of the Constituent Entities will, without the prior written consent of the others: (a) amend its Articles of Incorporation or By-Laws; (b) incur any material obligation (by contract or otherwise) except in the ordinary course of business; (c) issue rights or options to purchase or subscribe to any shares of its capital stock or units or subdivide or

otherwise change any such shares or units; or (d) issue or sell any shares of its capital stock or units or securities convertible into shares of its capital stock or units.

**Section 13.02. Conduct of Business.** From and after the date of this Agreement and Plan of Merger and prior to the Effective Time, each of the Constituent Entities will use its reasonable efforts: (a) to preserve its respective business organizations intact; (b) to keep available the services of its respective officers and employees; and (c) to preserve its respective goodwill with its customers and others having business relations with it.

**ARTICLE XIV**  
**Further Assurances**

If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Entity, the title to any property or rights of the Constituent Entities acquired or to be acquired by or as a result of the Merger, the proper officers and directors of the Constituent Entities, respectively, shall be and they hereby are severally and fully authorized, empowered and directed to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement and Plan of Merger.

**ARTICLE XV**  
**Termination and Abandonment**

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned at any time before the Effective Time by the mutual consent of the boards of directors of the Constituent Entities. Upon any such termination and abandonment, no party shall have any further liability or obligation hereunder to any other party.

**ARTICLE XVI**  
**Miscellaneous Provisions**

**Section 16.01. Securities Laws.** The parties mutually agree to arrange for and manage all necessary procedures under the requirements of federal and state securities laws to the end that the Merger complies with all applicable provisions thereof.

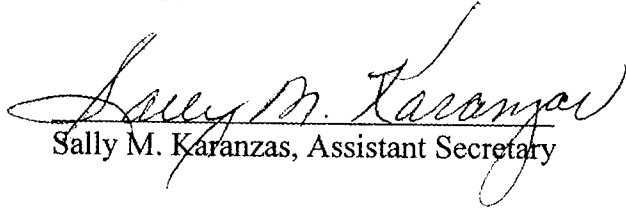
**Section 16.02. Headings; Counterparts.** The headings in this Agreement and Plan of Merger shall not affect in any way its meaning or interpretation. This Agreement and Plan of Merger may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 16.03. Binding Effect.** This Agreement and Plan of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

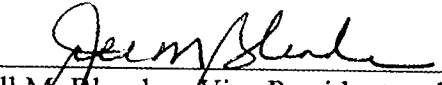
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to have been duly executed as of the day and year first above written.

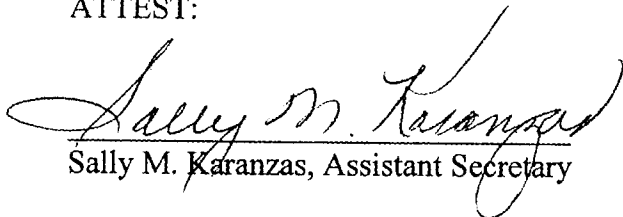
ATTEST:

  
Sally M. Karanzas, Assistant Secretary

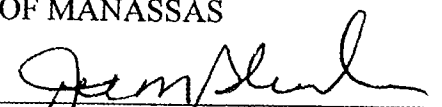
HANSON CONCRETE PRODUCTS, INC.

By:   
Jill M. Blundon, Vice President and  
Assistant Secretary

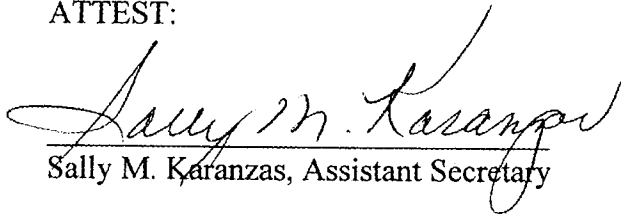
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Sally M. Karanzas, Assistant Secretary

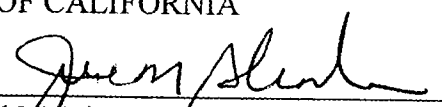
GIFFORD-HILL CONCRETE PRODUCTS,  
INC. OF MANASSAS

By:   
Jill M. Blundon, Vice President and  
Assistant Secretary

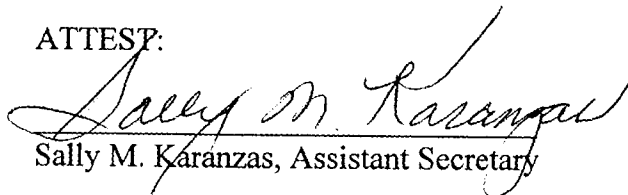
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Sally M. Karanzas, Assistant Secretary

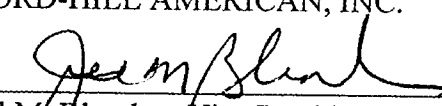
GIFFORD-HILL CONCRETE PRODUCTS,  
INC. OF CALIFORNIA

By:   
Jill M. Blundon, Vice President and  
Assistant Secretary

ATTEST:

  
Sally M. Karanzas, Assistant Secretary

GIFFORD-HILL-AMERICAN, INC.

By:   
Jill M. Blundon, Vice President