

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
KMC Enterprises, Inc.		05/31/2005	CORPORATION:
Koch Materials Company		05/31/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	SemMaterials, L.P.
Street Address:	6120 South Yale, Suite 700
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74136
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2837336	ENCORE
Registration Number:	2509387	ENFLEX
Registration Number:	1310044	FLEX-A-FILL
Registration Number:	1313416	
Registration Number:	2845872	FORTRESS
Registration Number:	2325947	RECYCLE PLUS
Registration Number:	2514936	REFLEX
Registration Number:	2444791	ROADARMOR
Registration Number:	2594595	STRATA
Registration Number:	2058183	STYLINK
Registration Number:	2416581	
Serial Number:	78559675	KPS
Serial Number:	76435804	SUMMIT

OP \$340.00 2837336

CORRESPONDENCE DATA

Fax Number: (918)594-0505
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (918) 594-0428
Email: jfincher@hallestill.com
Correspondent Name: Joseph D. Fincher
Address Line 1: 320 South Boston Avenue, Suite 400
Address Line 4: Tulsa, OKLAHOMA 74103-3708

NAME OF SUBMITTER:	Joseph D. Fincher
Signature:	/Joseph D. Fincher/
Date:	06/10/2005

Total Attachments: 4
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ASSIGNMENT
Trademarks

TRADEMARK ASSIGNMENT (this "Assignment") entered into by and among KMC Enterprises, Inc., a corporation organized and existing under the laws of the State of Delaware ("Enterprises"), having its principal place of business at 4111 East 37th Street North, Wichita, Kansas 67220, Koch Materials Company, a corporation organized and existing under the laws of the State of Delaware ("KMC" and together with Enterprises, the "Assignors"), having its principal place of business at 4111 East 37th Street North, Wichita, Kansas 67220 and SemMaterials, L.P., a limited partnership organized and existing under the laws of the State of Oklahoma ("Assignee"), having its principal place of business at 6120 South Yale, Suite 700, Tulsa, Oklahoma 74136.

WHEREAS, Assignors, affiliates of Assignors, Assignee and affiliates of Assignee are parties to that certain Purchase and Sale Agreement, dated as of April 15, 2005, (as amended, the "Purchase Agreement");

WHEREAS, Assignors desire to assign, and Assignee desires to acquire, Assignors' entire right, title and interest in and to the registered or applied-for trademarks and/or service marks set forth on Schedule "A" hereto and all goodwill associated therewith (collectively, the "Assigned Marks");

WHEREAS, Enterprises has intended to use the mark SUMMIT in interstate commerce and has filed an application with the United States Patent and Trademark Office on July 30, 2002, based on its bona fide intent to use such mark in commerce, which application has been given Serial No. 76/435804, as further described in Schedule "A" hereto, but Enterprises has not yet filed an allegation of use of the mark SUMMIT under Section 1(c) or 1(d) of the Trademark Act; and

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the mark SUMMIT pertains as required by 15 U.S.C. § 1060.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign and transfer to Assignee, Assignors' entire right, title and interest in and to (i) the Assigned Marks, (ii) the goodwill of the business symbolized by the Assigned Marks, (iii) all income, royalties, damages and payment now or hereafter due or payable in respect to the Assigned Marks and (iv) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement, dilution or misappropriation of the rights assigned to Assignee hereunder. Upon the reasonable request of Assignee, Assignors shall reasonably cooperate with Assignee in executing appropriate assignment documents provided by such Assignee as may be required for completing the formalities to secure Assignee the rights hereby transferred. Assignors shall transfer physical possession of the files regarding the Assigned Marks that are in their possession at such time as Assignee and Assignors agree in writing.

In addition to and not in limitation of the generality of the foregoing paragraph, Enterprises, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign to Assignee the mark SUMMIT in the above-identified application as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. § 1060.

Notwithstanding any other provision of this Assignment to the contrary, and except as set forth in and subject to the Purchase Agreement, THIS ASSIGNMENT IS MADE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE (A) AS TO THE VALUE OR FREEDOM FROM ENCUMBRANCE OF THE ASSIGNED MARKS; (B) AS TO ANY WARRANTY (EXPRESS

OR IMPLIED, ORAL OR WRITTEN) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT A PARTY OR ITS AFFILIATES KNOWS OR HAS REASON TO KNOW ANY SUCH PURPOSE), OR ANY OTHER MATTER, INCLUDING THE COMPLETENESS OR SUFFICIENCY OF THE ASSIGNED MARKS TRANSFERRED HEREUNDER WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE; OR (C) AS TO THE LEGAL SUFFICIENCY TO GRANT ANY RIGHTS THEREIN.

Signature Page Follows

IN WITNESS WHEREOF, KMC, Enterprises and Assignee executed this Assignment to be effective the 31st day of May, 2005.

KMC Enterprises, Inc.

By: *Robert J. Witte*
Robert J. Witte, President

Koch Materials Company

By: *Robert J. Witte* *JW*
Robert J. Witte, President

Acknowledged and Accepted:

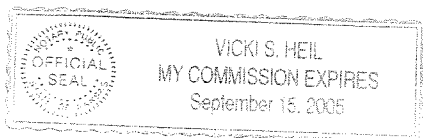
SemMaterials, L.P.

By: SemOperating G.P., L.L.C., its general partner

By: *Gregory C. Wallace*
Gregory C. Wallace, Vice President and Secretary

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

On this 27 day of May, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert J. Witte, President of KMC Enterprises, Inc., and President of Koch Materials Company, to me well known and known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her own free act and deed.



Vicki S. Heil
Notary Public
My Commission Expires: 9/15/05

Schedule A

ASSIGNED MARKS

TRADEMARK	COUNTRY	ASSIGNOR	APPL NO.	REG NO.	APPL. DATE	REG DATE
ENCORE	United States	Enterprises	78/160823	2837336	9/5/2002	4/27/2004
ENFLEX	United States	KMC	76/104543	2509387	8/7/2000	11/22/2001
FLEX-A-FILL	United States	KMC	73/444427	1310044	9/19/1983	12/18/1994
FLEX-A-FILL LOGO	United States	KMC	73/444351	1313416	9/19/1983	1/8/1985
FORTRESS	United States	Enterprises	76/428380	2845872	7/9/2002	5/25/2004
RECYCLE PLUS & LOGO	United States	KMC	75/613024	2325947	12/29/1998	3/7/2000
REFLEX	United States	KMC	76/162027	2514936	11/8/2000	12/4/2001
ROADARMOR	United States	KMC	75/525860	2444791	7/27/1998	4/17/2001
STRATA	United States	KMC	75/526893	2594595	7/27/1998	7/16/2002
STYLINK	United States	KMC	74/701909	2058183	7/17/1995	4/29/1997
TRIANGLE ROAD LOGO	United States	KMC	75/751194	2416581	7/14/1999	12/26/2000
KPS	United States	Enterprises	78/559675		2/3/2005	
SUMMIT	United States	Enterprises	76/435804		7/30/2002	
ENFLEX	Mexico	Enterprises	489000	744333	6/5/2001	6/5/2001
FORTRESS	Mexico	Enterprises	578623		12/5/2002	
NOVABINDER	Mexico	Enterprises	497612	717719	7/23/2001	7/23/2001
NOVABOND	Mexico	Enterprises	497613	717720	7/23/2001	7/23/2001
ROADARMOR	Mexico	Enterprises	489001	721806	6/5/2001	6/5/2001
STRATA CLASS 42 -	Mexico	Enterprises	519139	734038	11/22/2001	11/22/2001
STRATA CLASS 37 -	Mexico	Enterprises	519140	734039	11/22/2001	11/22/2001
STYLINK	Mexico	Enterprises	639798	829603	1/30/2004	1/1/2000
REFLEX	Canada	Enterprises	1145183	597007	6/7/2002	12/9/2003
ROADARMOR	Canada	Enterprises	1145182	598778	6/27/2002	1/8/2004
STYLINK	Canada	KMC	790783	465863	8/22/1995	11/7/1996