

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vulcan Materials Company		06/07/2005	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Basic Chemicals Company, LLC		
<b>Street Address:</b>	5005 LBJ Freeway		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75244		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78132812	MICROBIOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(972)404-3338		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	972-404-3848		
<b>Email:</b>	michael_becker@oxy.com		
<b>Correspondent Name:</b>	Michael A. Becker		
<b>Address Line 1:</b>	5005 LBJ Freeway		
<b>Address Line 4:</b>	Dallas, TEXAS 75244		
<b>NAME OF SUBMITTER:</b>	Michael A. Becker		
<b>Signature:</b>	/Michael A. Becker/		
<b>Date:</b>	07/06/2005		

CH \$40.00 78132812

Total Attachments: 3

**900027794**

**TRADEMARK  
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## ASSIGNMENT OF TRADEMARKS

Regarding U.S. Trademark Application 78-132,812

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of 7th of June, 2005, is made by Vulcan Materials Company, a New Jersey corporation, and Vulcan Chloralkali, LLC, a Delaware limited liability company, each as assignor (collectively, "Assignors," and each, "Assignor") to Basic Chemicals Company, LLC, a Delaware limited liability company, as assignee ("Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of October 11, 2004 (the "Purchase Agreement"), by and among Assignors and Assignee. Capitalized terms used and not defined herein shall have the respective meanings attributed to them in the Purchase Agreement.

WHEREAS, Seller desires to assign to Assignee, pursuant to and in accordance with the terms of the Purchase Agreement, the U.S. federal application for the mark MICROBIOX, bearing serial number 78-132,812 (the "Assigned Trademarks") in the jurisdictions to which they relate; and

WHEREAS, Purchaser desires to acquire Seller's entire worldwide right, title and interest in and to the Assigned Trademarks, and Seller is willing to assign the Assigned Trademarks to Purchaser.

NOW, THEREFORE, in consideration of the premises set forth herein and for ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows.

1. Seller does hereby sell, assign, transfer and convey to Purchaser, its entire world wide right, title and interest in and to the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by Purchaser for its own use and enjoyment and the use and enjoyment of its successors, permitted assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties and payments now or hereafter due or payable with respect thereto. Each party hereto acknowledges and agrees that (within the meaning set forth in 15 U.S.C. 1060(a)(1)) the Purchaser is, by virtue of this Assignment and the transactions evidenced in the Purchase Agreement, the successor to the portion of the business to which the Assigned Trademark pertains, which portion of the business is ongoing and existing prior to and at the time of the execution of this Assignment

2. The assignment set forth in paragraph 1 of this Assignment is subject to all licenses and other rights in and to the Assigned Trademarks previously granted to any third Person, which grants are in effect as of the date of this Assignment and set forth in Section 4.10 of the Seller Disclosure Schedule.

3. The respective rights and obligations of each Assignor, on the one hand, and Assignee, on the other, with respect to the Assigned Trademarks assigned and assumed hereby shall be governed by the Purchase Agreement, and it is subject to the covenants, representations, warranties and other provisions thereof. No provision in this Assignment and Assumption Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement and, in the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

4. Each Assignor, for itself and its successors and assigns, agrees that it will at any time and from time to time, at the reasonable request of Assignee or its successors or assigns, execute and deliver, or cause to be executed and delivered, all such other and further instruments and take, or cause to be taken, all such other and further actions that Assignee may reasonably request and Assignor may rightfully execute in order to more fully vest in Assignee all right, title, interest and privileges in respect of the Assigned Trademarks.

5. Assignors hereby constitute and appoint Assignee the true and lawful agent and attorney in fact of Assignors and each of them, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignors or either of them but on behalf and for the benefit of Assignee and its successors and assigns, from time to time: (a) to institute and prosecute, in the name of Assignors or either of them or otherwise, any and all proceedings at law, in equity or otherwise that Assignee or its successors or assigns may deem proper in order to enforce any claim or right of any kind hereby assigned or transferred, or intended to so be, and (b) to do all things legally permissible, required or reasonably deemed by Assignee to be required to preserve the Assigned Trademarks and to use Assignors' name in such manner as Assignee may reasonably deem necessary in connection with the same; in each case, solely to the extent that use of either Seller's name is reasonably required in connection with the particular action.

6. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of law rules that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction must apply.

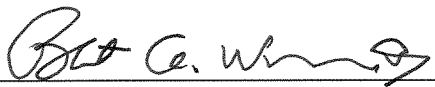
8. This Assignment may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference hereto signed by each of the parties hereto.

9. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

**VULCAN MATERIALS COMPANY**

By:   
Name: Robert A. Wason  
Title: Senior Vice President, Corporate Development

**VULCAN CHLORALKALI, LLC**

By: Vulcan Chemicals Investments, LLC, Manager

By:   
Name: Bradley C. Rosenwald  
Title: President