

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving party data previously recorded on Reel 003227 Frame 0935. Assignor(s) hereby confirms the Rockwell Lime Company.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corson Lime Company		09/17/2002	CORPORATION: PENNSYLVANIA
United States Lime & Mineral, Inc.		09/17/2002	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Rockwell Lime Company
Street Address:	4110 Rockwood Road
City:	Manitowoc
State/Country:	WISCONSIN
Postal Code:	54220
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0385860	CORSON'S MIRACLE

CORRESPONDENCE DATA

Fax Number: (414)277-0656
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4142716560
Email: mkeipdocket@michaelbest.com
Correspondent Name: Michael Best & Friedrich LLP
Address Line 1: 100 E. Wisconsin Avenue
Address Line 2: Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER:	081217-0006
NAME OF SUBMITTER:	Lesley A. Behling

Signature:

/lesley a. behling/

Date:

01/25/2006

Total Attachments: 11

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Agreement") is made effective the 17th day of SEPTEMBER, 2002, by and between UNITED STATES LIME & MINERAL, INC., ("USLM") a Texas corporation and CORSON LIME COMPANY, a Pennsylvania corporation and wholly owned subsidiary of USLM, with their principal place of business located at 13800 Montfort, Suite 330, Dallas, Texas 75240 (hereinafter, the "Assignors") and ROCKWELL LIME COMPANY, an Illinois corporation with its principal place of business located at 4110 Rockwood Road, Manitowoc, WI 54220 (hereinafter, the "Assignee").

RECITALS

WHEREAS, Assignors are the owner of the trademark "CORSON'S MIRACLE" (hereinafter the "Mark") and the owner of United States Registration for the Mark, Registration No. 0385860;

WHEREAS, Assignors have adopted, have used and are using the Mark as part of an ongoing and existing business comprising the manufacture and sale of lime and related products;

WHEREAS, Assignee is a manufacturer and distributor of lime and related products; and

WHEREAS, Assignee is desirous of acquiring the Mark and United States Registration thereof, among other things, to affix the trademark to bags of type S hydrated lime.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Intellectual Property. Assignors hereby irrevocably grant, assign and convey to Assignee, its successors and assigns, Assignors' entire right, title and interest in and to:

(a) The Mark, together with the goodwill of the business symbolized by said Mark, including the United States Registration of the Mark;

(b) All registrations, applications, renewals, reissues, continuations, extensions or the like of the Mark, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any state or any other country or place anywhere in the world;

(c) All rights of action on account of past, present, and future unauthorized use of the Mark, and for infringement of the Mark; and

(d) The right to file and prosecute applications for registration of the Mark in the United States or any other country or place anywhere in the world.

2. Consideration. As complete and full consideration for the assignments made under this Agreement, Assignee shall, during each of the following five (5) years, commencing January 1, 2003, pay to Assignor the greater of the following:

(a) Fifty Cents (\$0.50) per ton, for each ton of type S hydrated lime upon which the Mark has been affixed during said year; or

(b) Two Thousand U.S. Dollars (\$2,000.00).

Each payment due hereunder shall be made on or before December 31st of the year in which such payment is due. The first annual payment shall be due on December 31, 2003, however, the parties agree that Assignee shall pay \$1,000 to Assignors upon the execution of this Agreement, with such amount to be applied against Assignee's first annual payment obligation. ~~In the event the consideration for any year is less than \$2,000,~~ the Assignors have the right to audit Assignee's calculations by providing notice to Assignee within 30 days of receipt of Assignee's calculations or payment. Assignors hereby agree to keep confidential and not disclose to any other person or entity, for any purpose, any confidential or proprietary information regarding Assignee's business, including, without limitation, Assignee's customers, business plans, marketing or manufacturing methods, learned by or disclosed to Assignors as a result of such audits, except that Assignors may disclose such information to Assignor's accountants, attorneys or agents as may be necessary to audit or otherwise confirm Assignee's calculations or payment calculations, provided such accountants, attorneys or agents also agree to maintain the confidentiality of information disclosed to them. Notwithstanding the foregoing, the parties agree that Assignors' obligation of confidentiality will not apply to information that it can reasonably establish (1) was known to it prior to disclosure by Assignee, (2) was known to the public at or prior to disclosure by Assignee, (3) is disclosed by a third party who has the right to make such a disclosure, or (4) was independently developed by Assignors without reference to Assignee's confidential or proprietary information.

3. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and shall not be modified except in a writing agreed to and executed by both the Assignors and the Assignee.

IN WITNESS WHEREOF, the parties have caused this Agreement to become effective as of the date first written above.


UNITED STATES LIME & MINERAL, INC.

By: [Signature]
Name: M. MICHAEL OWENS
Title: VICE PRESIDENT

CORSON LIME COMPANY

By: [Signature]
Name: M. MICHAEL OWENS
Title: VICE PRESIDENT

ROCKWELL LIME COMPANY

By: 
Name: JAMES J. SPRICH
Title: SECRETREAS

John E. Reilly
Robert E. Purcell
Jerry T. Kearns
Neil L. Arney
Christopher T. Braddock

REILLY & PURCELL, P.C.
1120 Lincoln St., Suite 1500
Denver, Colorado 80203

Patent, Trademark, Copyright,
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reillypurcell@uswest.net

January 4, 2000

By Facsimile

Jim Brisch
Rockwell Lime Co.
4110 Rockwell Rd.
Manitowoc, WI 54220

Re: Trademark Search for "CORSON"

Dear Jim:

In accordance with your authorization earlier today, our office performed an in-house database search of federally registered trademarks to uncover any registration for the mark "CORSON" for lime products. The search uncovered two relevant federal registrations: Trademark Reg. No. 385,860 for "CORSON'S MIRACLE" (in stylized form) for construction lime; and Trademark Reg. No. 808,017 for "MIRACLE" for hydrated lime. Copies of the relevant data respecting each trademark registration are attached.

The original registrant for both registrations was G. & W.H. Corson, Incorporated, located at Plymouth Meeting, Pennsylvania. Trademark Registration No. 808,017 was later assigned to Corson Lime Company, located in the same city.

It is interesting that Trademark Reg. No. 385,860 disclaims rights to the name "Corson" apart from the mark as shown. The Trademark Office will not register a mark that is primarily recognized as a surname, unless the applicant can show what is known as "secondary significance" of the mark by which the relevant public comes to know the mark, not as a surname, but as a source of origin. For example, the trademark laws would not afford protection to the term "Ford" in the context of "Ford Janitorial Services", but would give protection to the term "Ford" in the context of "Ford Motor Company", because in the latter circumstance, substantially long and exclusive use in the industry of manufacturing vehicles combined with extensive advertising would indicate that the relevant public would think that the term "Ford" in association with vehicles is primarily a source of origin, rather than the surname of a person. The rationale for such a law respecting surnames is



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REILLY & PURCELL, P.C.

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that a person is normally free to identify his business with his own surname, unless a surname has become so well known in an industry that the use of the surname by another person in the industry would deceive the public. Needless to say, it is not always clear whether a surname has achieved such secondary significance.

Although we found no federally registered trademark for the term "CORSON", it is still possible that a company has obtained common law rights in the term "CORSON" in connection with lime products through use of that term that gives rise to secondary significance.

I mentioned to you during our telephone conversation that we can also conduct a "full" search through a company located in Boston, Massachusetts that has in its computer databases all federal registrations, all applications for federal registrations, all state registrations, Dun & Bradstreet listings of company names, and selected trade directory listings. The cost of such a search and our evaluation of the search results on a fairly quick turn-around time of 2-3 days would be approximately \$1,000.00 - \$1,500.00. Please let me know whether you would like us to undertake such a "full" search.

Very truly yours,



Robert E. Purcell

REP/dc

Enclosures

