

11-15-2005

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TO: **ATTN: MAIL STOP ASSIGNMENTS/F**
Director of the U.S. Patent and Trade
P.O. Box 1450
Alexandria, VA 22313-1450

Please record the attached original document(s) or copy(ies) thereof.

SUBMISSION TYPE:

- New
- Resubmission (Non-Recordation) - Document ID _____
- Correction of PTO Error: Reel ____/Frame ____
- Corrective Document: Reel ____/Frame ____

CONVEYANCE TYPE:

- Assignment
 - License
 - Security Agreement
 - Merger
 - Nunc Pro Tunc Assignment
 - Change of Name
 - Other: _____
- Effective Date: October 26, 2005 (Day/Month/Year)

Total number of pages of attached conveyance document including any attachments: 3

CONVEYING PARTY(IES):

Name: CEMEX Finance, Inc.

Formerly:

- Individual
Citizenship: _____
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Delaware
- Other: _____

Address: 840 Gessner, Suite 1400
Houston, Texas 77024

ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED?

- YES
- NO

RECEIVING PARTY(IES):

Name: CEMEX, S.A. de C.V.

Address: Av. Constitucion 444 Pte.
CP 640000 Monterrey, N.L., Mexico

- Individual
Citizenship: Mexico
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Mexico
- Other: _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.) Yes No

ADDITIONAL NAME(S) OF RECEIVING PARTIES ATTACHED?

- YES
- NO

RECORD SECTION
OCT 26 2005 AM 9:50

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DOMESTIC REPRESENTATIVE:

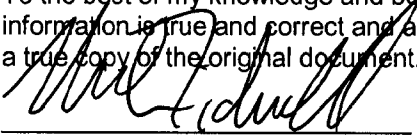
Name: Mark A. Tidwell

Address: Jackson Walker, LLP, 112 E. Pecan St., Suite 2100, San Antonio, Texas 78205

CORRESPONDENT:

Name: Mark A. Tidwell

Address: Jackson Walker, LLP
112 E. Pecan, Suite 2100
San Antonio, TX 78205
Telephone: 713-752-4578

APPLICATION NUMBER(S) OR PATENT NUMBER(S):	
A. Trademark Application No.(s): Appl. No. 78/423,222 - filed May 21, 2004 for "CEMEX ECO" Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Trademark Registration No.(s): Reg. No. _____ issued: _____ 1999 for mark: _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
STATEMENT AND SIGNATURE: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  _____ Mark A. Tidwell, Reg. No. 37,456 DATE: November <u>9</u> , 2005	TOTAL NUMBER OF PROPERTIES (APPLICATIONS AND REGISTRATIONS) INVOLVED: 1 (\$40.00 first/\$25.00 each add'l) TOTAL FEE (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to Charge Account No. 10-0096 for any deficiency DEPOSIT ACCOUNT NUMBER 10-0096. (Attach duplicate copy of this form if paying by deposit account.)

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to "Mail Stop Assignment Recordation Services, Commissioner for Trademarks, P.O. Box 1451, Alexandria, Virginia 22313-1451", as follows:

<u>37 CFR 1.8(a)</u>	<u>37 CFR 1.10</u>
<input checked="" type="checkbox"/> With sufficient postage as First Class Mail. Date: November <u>8</u> , 2005	<input type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. _____ Date: January ____, 2004

RENEE TREIDER

Printed Name of Person Mailing Paper or Fee


Signature of Person Mailing Paper or Fee

ASSIGNMENT OF TRADEMARKS

This Assignment (the "Assignment") is effective as of this 26 day of October, 2005, by and among CEMEX Finance, Inc. ("Assignor"), a Delaware corporation; and CEMEX, S.A. de C.V. ("Assignee"), corporation of Mexico. The Assignor and Assignee are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Assignor is the owner of certain rights in trademarks, service marks and trade names, including, but not limited to, common law rights in these marks, as represented by the trademarks and their associated registrations and applications described on Schedule A attached to and made a part of this Assignment ("Trademarks"); and

WHEREAS, the Assignor desires to transfer the Trademarks, including, without limitation, all domestic and foreign rights, registrations and applications related thereto, to the Assignee, as part of the business to which the Trademarks pertain, and the Assignee desires to receive the Trademarks;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, agree as follows:

- 1. Assignor hereby assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademarks and its associated registrations and applications, both domestic and foreign, together with all goodwill associated with and symbolized by the Trademarks; and
2. Assignor hereby assigns, transfers and conveys to the Assignee, its successors and assigns, all causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks; and
3. Assignor will, upon written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

CEMEX Finance, Inc.

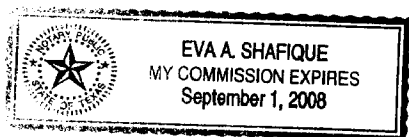
By: [Signature]
Name: Leslie S. White
Title: Assistant Secretary

STATE OF Texas §
COUNTY OF Harris § ss.

On this the 26 day of October, 2005, before me personally appeared Leslie White, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of CEMEX Finance, Inc.

Seal

Notary Public



[Signature]

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark

App./Reg. No. (if any)

CEMEX ECO

78/423,222