

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
Centex Corporation		08/18/2006	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Eagle Materials IP LLC
Street Address:	3811 Turtle Creek Blvd., Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219-4487
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2171076	AMERICAN GYPSUM
Registration Number:	0971158	AQUABLOC
Registration Number:	2222618	EAGLEROC
Registration Number:	0735175	FIREBLOC
Registration Number:	2023201	ILLINOIS CEMENT CO.
Registration Number:	2023266	ILLINOIS CEMENT CO.
Registration Number:	1973081	MM
Registration Number:	2023202	MATHEWS READYMIX, INC.
Registration Number:	2213119	
Registration Number:	1971499	MOUNTAIN CEMENT COMPANY
Registration Number:	2005807	N
Registration Number:	2023203	NEVADA CEMENT
Registration Number:	2648202	SMOOTHROC
Registration Number:	1973080	WA

CH \$440.00 2171076

Registration Number:	1967105	WESTERN AGGREGATES
Registration Number:	2023200	WISCONSIN CEMENT CO.
Registration Number:	2021819	WISCONSIN CEMENT CO.

CORRESPONDENCE DATA

Fax Number: (214)200-0558
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-651-5066
Email: jeff.becker@haynesboone.com
Correspondent Name: Jeffrey M. Becker
Address Line 1: 901 Main Street, Suite 3100
Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER:	32314.8
NAME OF SUBMITTER:	Jeffrey M. Becker
Signature:	/Jeffrey M. Becker/
Date:	08/28/2006

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "**Assignment**") is made as of the 18th day of August, 2006, by and between Centex Corporation, a Nevada corporation having an address at 2728 N. Harwood Street, Suite 900, Dallas, Texas 75201 ("**Seller**"), and Eagle Materials IP LLC, a Delaware limited liability company having an address at 3811 Turtle Creek Blvd., Suite 1100, Dallas, Texas 75219-4487 ("**Purchaser**").

RECITALS:

A. Seller has entered into a Letter Agreement with Purchaser's parent company, Eagle Materials Inc., dated as of August 18, 2006 (the "**Letter Agreement**").

B. Pursuant to the Letter Agreement, Seller has agreed to sell to Purchaser the trademarks listed on attached Schedule 1 attached hereto (the "**Trademarks**").

AGREEMENT:

In consideration of the premises and of the agreements contained herein and in the Letter Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. **Assignment.** Seller, for itself and its successors and assigns, hereby assigns, transfers and conveys to Purchaser all of its right, title and interest in and to the Trademarks, in the United States and elsewhere, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Trademarks and all registrations and pending and abandoned applications for the Trademarks.

2. **Transfer of Files.** Upon the execution of this Assignment, Seller shall deliver to Purchaser one set of all of its files (the "**Files**") concerning the Trademarks, including all trademark clearance, prosecution, watching, and dispute files, whether such files are in the possession of Seller or its attorneys or agents, and shall give notice to such attorneys and agents of the transfer of ownership of the Files from Seller to Purchaser.

3. **Additional Rights and Obligations.** Seller and Purchaser hereby agree and acknowledge that this Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Letter Agreement and that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Assignment shall not impair or diminish any of the rights or obligations of any of the parties to the Letter Agreement as set forth therein.

4. **Reasonable Efforts; Cooperation.** The parties shall use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the provisions contained herein and to cooperate with each other in connection with the foregoing.

5. **Further Assurances.** The parties agree to take such further actions and execute and deliver such other documents, assignments, certificates, agreements and other instruments as may be necessary or desirable in order to consummate or implement this Assignment.

6. **Binding Effect.** This Assignment, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective successors and assigns.

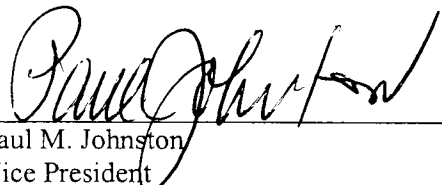
This Assignment has been executed as of the date first written above.

SELLER:

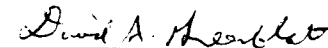
BUYER:

CENTEX CORPORATION

EAGLE MATERIALS IP LLC

By: 

Paul M. Johnston
Vice President
& Corporate Counsel







By: 

David A. Greenblatt
Senior Vice President
& Deputy General Counsel

Schedule 1


LICENSED MARKS

UNITED STATES

Mark	Registration No.	Registration Date
AMERICAN GYPSUM	2,171,076	July 7, 1998
AQUABLOC	971,158	October 23, 1973
EAGLEROC	2,222,618	February 9, 1999
FIREBLOC	735,175	July 31, 1962
ILLINOIS CEMENT CO.	2,023,201	December 17, 1996
ILLINOIS CEMENT CO. and Design 	2,023,266	December 17, 1996
M and Design 	1,973,081	May 7, 1996
MATHEWS READYMIX, INC.	2,023,202	December 17, 1996
Eagle Logo 	2,213,119	December 22, 1998
MOUNTAIN CEMENT COMPANY	1,971,499	April 30, 1996
N and Design 	2,005,807	October 8, 1996
NEVADA CEMENT	2,023,203	December 17, 1996
SMOOTHROC	2,648,202	November 12, 2002
WA and Design 	1,973,080	May 7, 1996
WESTERN AGGREGATES	1,967,105	April 9, 1996
WISCONSIN CEMENT CO.	2,023,200	December 17, 1996
WISCONSIN CEMENT CO. and Design 	2,021,819	December 10, 1996

LICENSED MARKS CONTINUED


CANADA

Mark	Registration No.	Registration Date
AMERICAN GYPSUM	TMA542,536	March 16, 2001
AQUABLOC	TMA542,533	March 16, 2001
EAGLEROC	TMA544,134	April 25, 2001
FIREBLOC	TMA563,215	June 10, 2002
FIRE-BLOC and Design Fire-bloc [®]	TMA266,900	February 26, 1982
Eagle Logo 	TMA544,122	April 25, 2001

EUROPEAN UNION

Mark	Registration No.	Registration Date
AQUABLOC	CTM 645,515	March 18, 2002

MEXICO

Mark	Registration No.	Registration Date
AMERICAN GYPSUM	692,140	March 30, 2001
AQUABLOC	567,033	December 15, 1997
EAGLEROC	579,960	June 29, 1998
FIREBLOC	567,034	December 15, 1997
Eagle Logo 	592,961	November 24, 1998

NEW MEXICO

Mark	Registration No.	Registration Date
RIO GRANDE DRYWALL SUPPLY CO.	TK99052001	May 20, 1999