

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eagle Materials Inc.		09/07/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	78516256	A AMERICAN GYPSUM
Serial Number:	78304010	EAGLE GYPSUM
Serial Number:	78354702	EAGLE MATERIALS
Serial Number:	78354709	EM
Serial Number:	78355884	EM EAGLE MATERIALS
Registration Number:	2555028	FIRE-ROC
Registration Number:	3083808	A
Registration Number:	1543501	
Registration Number:	1023975	R REPUBLIC
Registration Number:	1869593	REPUBLIC 54
Registration Number:	2606288	REPUBLIC FIBER COMPANY
Registration Number:	0971145	REPUBLIC GYPSUM
Registration Number:	2627276	REPUBLIC GYPSUM COMPANY
Registration Number:	2651115	REPUBLIC PAPERBOARD COMPANY

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Registration Number:	2616542	REPUBLIC PAPERBOARD COMPANY
Registration Number:	1287951	WATERSHIELD

**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:	09/22/2006

**Total Attachments: 3**  
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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (the "**Assignment**") is made as of the 7th day of September, 2006, by and between Eagle Materials Inc., a Delaware corporation having an address at 3811 Turtle Creek Blvd., Suite 1100, Dallas, Texas 75219-4487 ("**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 is the owner of the trademarks listed on Schedule 1 attached hereto (the "**Trademarks**").

B. Purchaser is desirous of acquiring the Trademarks and Seller is willing to assign them to Purchaser pursuant to the terms of this Assignment.

**AGREEMENT:**

In consideration of 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 the portion of business to which the Trademarks pertain, and all registrations and pending and abandoned applications for the Trademarks.

2. **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.

3. **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.

4. **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.

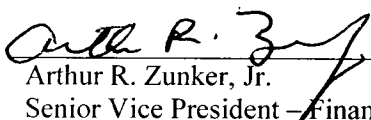
**SELLER:**

**BUYER:**

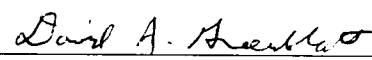
**EAGLE MATERIALS INC.**

**EAGLE MATERIALS IP LLC**

By:

  
Arthur R. Zunker, Jr.  
Senior Vice President - Finance  
& Treasurer








By:

  
David A. Greenblatt  
Senior Vice President  
& Deputy General Counsel

**Schedule 1**



**TRADEMARKS**

**UNITED STATES**





<b>Trademark</b>	<b>Registration No. (Serial No.)</b>	<b>Registration Date (Filing Date)</b>
A AMERICAN GYPSUM and Design 	( 78/516,256 )	( November 12, 2004 )
EAGLE GYPSUM	( 78/304,010 )	( September 23, 2003 )
EAGLE MATERIALS	( 78/354,702 )	( January 21, 2004 )
EM and Design 	( 78/354,709 )	( January 21, 2004 )
EM EAGLE MATERIALS and Design 	( 78/355,884 )	( January 22, 2004 )
FIRE-ROC	2,555,028	April 2, 2002
Miscellaneous Design (A Logo) 	3,083,808	April 18, 2006
Miscellaneous Design (Star) 	1,543,501	June 13, 1989
R REPUBLIC and Design 	1,023,975	October 28, 1975
REPUBLIC 54	1,869,593	December 27, 1994
REPUBLIC FIBER COMPANY	2,606,288	August 13, 2002
REPUBLIC GYPSUM	971,145	October 23, 1973
REPUBLIC GYPSUM COMPANY	2,627,276	October 1, 2002
REPUBLIC PAPERBOARD COMPANY	2,651,115	November 19, 2002
REPUBLIC PAPERBOARD COMPANY and Design 	2,616,542	September 10, 2002
WATERSHIELD	1,287,951	July 31, 1984

**TRADEMARKS CONTINUED**

**CANADA**

<b>Trademark</b>	<b>Registration No. (Serial No.)</b>	<b>Registration Date (Filing Date)</b>
EAGLE GYPSUM	( 1208346 )	( March 3, 2004 )
EAGLE MATERIALS	( 1222212 )	( June 30, 2004 )
EM and Design 	( 1222203 )	( June 30, 2004 )
EM EAGLE MATERIALS and Design 	( 1222207 )	( June 30, 2004 )

**MEXICO**

<b>Trademark</b>	<b>Registration No. (Serial No.)</b>	<b>Registration Date (Filing Date)</b>
EAGLE GYPSUM	840512	July 2, 2004
EAGLE MATERIALS (cl. 16)	912571	December 7, 2005
EAGLE MATERIALS (cl. 19)	879989	April 29, 2005
EM and Design (cl. 16) 	( 664305 )	( June 30, 2004 )
EM and Design (cl. 19) 	912809	December 8, 2005
EM EAGLE MATERIALS and Design (cl. 16) 	878098	April 26, 2005
EM EAGLE MATERIALS and Design (cl. 19) 	879988	April 29, 2005