

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
Imerys Marble, Inc.		06/10/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Central Granite Co., Inc.		
Street Address:	55 W. Railroad Street		
City:	Elberton		
State/Country:	GEORGIA		
Postal Code:	30635		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1951432	CGC	
CORRESPONDENCE DATA			
Fax Number:	(706)283-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7062835000		
Email:	rdg@elberton.net		
Correspondent Name:	R. Daniel Graves		
Address Line 1:	313 Heard Street		
Address Line 4:	Elberton, GEORGIA 30635		
NAME OF SUBMITTER:	R. Daniel Graves		
Signature:	/R. Daniel Graves/		
Date:	02/16/2007		

OP \$40.00 1951432

Total Attachments: 3
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EXECUTION COPY**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 10th day of June, 2003 (the "Agreement Date"), by and among CENTRAL GRANITE CO., INC. ("Purchaser"), RANDALL K. SMITH and IMERYS MARBLE, INC., a Delaware corporation ("Seller").

Background

WHEREAS, Seller owns and operates a facility (the "Facility") in Elberton, Georgia that manufactures and finishes granite products (such finished granite is the "Product"); and

WHEREAS, Purchaser desires to purchase the Facility and certain related assets (the "Assets") used in the operation of the Facility (such operations constitute the "Business") on and subject to the terms contained in this Agreement; and

WHEREAS, subject only to the limitations and exclusions contained in this Agreement and on the terms and conditions hereinafter set forth, Seller desires to sell and Purchaser desires to purchase the Assets;

NOW, THEREFORE, for and in consideration of the mutual representations, warranties, covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Assets

1.1 Purchase of Assets. At the Closing, on and subject to the terms and conditions of this Agreement, Purchaser shall purchase, and Seller shall sell, assign, transfer, and convey to Purchaser all of the right, title, and interest of Seller in and to the Assets, free and clear of all liens, claims, charges, security interests, and encumbrances of any kind or nature other than Permitted Liens, such Assets to include, but not be limited to, the following:

(a) All fixed plant, machinery and equipment comprising the Facility, whether affixed to and forming part of the Real Property or not, and any and all assignable warranties covering such plant, machinery, equipment and fixtures, and all furniture, machinery, equipment, tools, computers, terminals, computer equipment, office equipment, business machines, telephones, parts, accessories, and the like, located at the Facility and used in the Business as heretofore carried on by the Seller, together with any and all assignable warranties of third parties with respect thereto, and all rights of Seller against the manufacturers or suppliers of such items with respect to such items, including

without limitation those identified on **Schedule 1.1(a)** (collectively, the "Fixed Plant, Machinery, Furniture and Equipment"); and

(b) All real property owned by Seller and used exclusively in the Business, together with all water lines, rights of way, uses, licenses, easements, hereditaments, tenements, and appurtenances belonging or appertaining thereto, which Real Property is more particularly described on **Schedule 1.1(b)** (the "Real Property"); and

(c) All rights and obligations of Seller in, to and under the any written or oral agreement, arrangement, authorization, commitment, contract, instrument, indenture, lease or similar obligation to the extent related solely to the Business, including without limitation, those identified on **Schedule 1.1(c)** (the "Transferred Contracts"); and

(d) All accounts receivable, notes receivable and other monies due to Seller arising out of the sale of Products in the conduct of the Business, but not including any intercompany and/or intracompany receivables and not including any accounts receivable as to Joseph Brown Minshew and/or Joseph Brown Minshew d/b/a Minshew Monument Company, Benefield and WB Monument, including without limitation the accounts set forth on **Schedule 1.1(d)** (the "Accounts Receivable"); and

(e) All motor vehicles, trucks, and forklifts used in the Business, including without limitation those identified on **Schedule 1.1(e)** and all assignable warranties of third parties related thereto (the "Vehicles"); and

(f) All raw materials, work in progress, finished goods, goods held for resale, spare parts, waste materials, scrap, samples, office and other supplies held for use in the Business as of the Closing Date, including those identified on **Schedule 1.1(f)** (the "Inventory");

(g) All right, title or interest of Seller in and to the name "Central Granite Company" or variations thereof (the "Business Name"); together with the Fixed Plant, Machinery, Furniture and Equipment, the Real Property, the Vehicles and the Inventory, the "Property").

1.2 Excluded Assets. Notwithstanding the foregoing, the Assets do not include any of the following (collectively, the "Excluded Assets");


(a) Any right, title, or interest of Seller in or to any right to use the name "Imerys" or any other trademarks, names, expressions, trade names, logos, or service marks, whether or not registered, similar to or including such trademarks or names;

11.12 Survival. The representations and warranties of Seller and Purchaser shall survive the Closing.

IN WITNESS WHEREOF, each party hereto has executed this Agreement, all as of the day and year first above written.


SELLER:

IMERY'S MARBLE, INC.

By: 
Name THERRY SALMONA
Title EXECUTIVE VICE PRESIDENT


PURCHASER:

CENTRAL GRANITE CO., INC.

By: 
Name RANDALL K. SMITH
Title PRESIDENT

Randall K. Smith hereby executes, delivers and becomes a party only to Sections 5.2, 6.1 and 6.2 of this Agreement.

RANDALL K. SMITH



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