

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
TEXAS CONTEC, INC.		03/31/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	XELLA AAC TEXAS, INC.		
Street Address:	1535 Brady Boulevard		
Internal Address:	Suite 2		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78237-4355		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2444786	CONTEC PANEL	
Registration Number:	2444787	CONTEC BOARD	
Registration Number:	2444788	CONTEC FENCE	
Registration Number:	2444789	CONTEC BLOCK	
Registration Number:	2316703	CONTEC	
CORRESPONDENCE DATA			
Fax Number:	(214)880-3219		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(214) 969-1700		
Email:	Yanela.Carpenter@tklaw.com		
Correspondent Name:	THOMPSON & KNIGHT, LLP		
Address Line 1:	1700 Pacific Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Dallas, TEXAS 75201		

CH \$140.00 2444786

ATTORNEY DOCKET NUMBER:	511205.000001
NAME OF SUBMITTER:	Yanela Carpenter
Signature:	/Yanela O. Carpenter/
Date:	03/30/2007
Total Attachments: 2 source=CONTEC_ASSIGNMENT_AGREEMENT_#page1.tif source=CONTEC_ASSIGNMENT_AGREEMENT_#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of March 31, 2006 (the "Effective Date"), is made by and between Texas Contec, Inc., a Texas corporation ("Assignor"), and Xella AAC Texas, Inc., ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and in certain cases registered or applied for registration of certain trademarks and service marks used in connection with Assignor's business, including without limitation, those listed on Exhibit A to this Agreement (collectively, the "Marks"); and

WHEREAS, Assignor currently owns all rights, title and interest in and to the Marks; and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof;

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

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
2. Assignor agrees, at Assignee's expense, to execute and deliver all other agreements, confirmations of assignment, and documents as may be reasonably necessary in Assignee's opinion to effectuate the assignment of the Marks and to satisfy the intent set forth in this Agreement.
3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

TEXAS CONTEC, INC.

By:

Name:

Title:

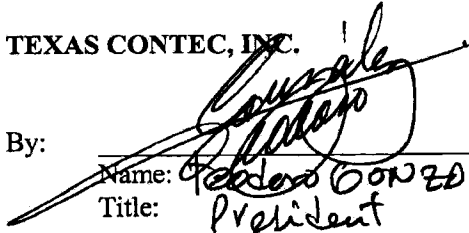

Federico GONZALEZ G.
President

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Trademark Name	Country	Status	Application/ Serial Number	Filing Date	Registration Number	Registration Date
CONTEC PANEL	United States	Registered	75/525,018	07-24-1998	2,444,786	April 17, 2001
CONTEC BOARD	United States	Registered	75/525,019	07-24-1998	2,444,787	April 17, 2001
CONTEC FENCE	United States	Registered	75/525,020	07-24-1998	2,444,788	April 17, 2001
CONTEC BLOCK	United States	Registered	75/525,075	07-24-1998	2,444,789	April 17, 2001
CONTEC	United States	Registered	75/655,225	03-08-1999	2,316,703	February 8, 2000

TRADEMARK

REEL: 003511 FRAME: 0530

RECORDED: 03/30/2007