

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
Concrete Design Specialties, Inc.		04/01/2008	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	ACF, LLC		
Street Address:	8109 West 93rd Street		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55438		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1871584	CUSTOM ROCK	
Registration Number:	1748872	CUSTOM ROCK INTERNATIONAL	
Registration Number:	1879773	CUSTOM ROCK INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(612)335-1657		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6123351448		
Email:	eric.paulsrud@leonard.com		
Correspondent Name:	Eric D. Paulsrud		
Address Line 1:	150 South 5th Street		
Address Line 2:	Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	64639.00002		
NAME OF SUBMITTER:	Eric D. Paulsrud		

OP \$90.00 1871584

Signature:

/Eric D. Paulsrud/

Date:

04/12/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of April 1, 2008, by and between Concrete Design Specialties, Inc., a Minnesota corporation (“Assignor”), and ACF, LLC, a Minnesota limited liability company (“Assignee”).

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States trademarks identified and set forth on Schedule A hereto (the “Trademarks”);

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of April 1, 2008 (the “Asset Purchase Agreement”), among Assignor, the Shareholders (as defined in the Asset Purchase Agreement), and Assignee, Assignor is transferring certain of its assets, including the Trademarks, to Assignee;

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

1. Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Trademark registrations or applications identified in Schedule A, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks and the registrations or applications set forth in Schedule A.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks (or such similar entity with respect to all foreign Trademarks) to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

[Signatures appear on following page.]

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by its undersigned duly authorized officers.

ASSIGNOR:

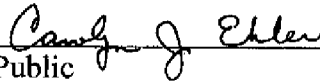
CONCRETE DESIGN SPECIALTIES, INC.

By 
Paul R. Mooty, Chief Executive Officer

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

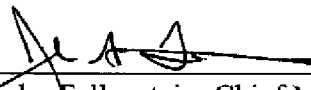
The foregoing instrument was acknowledged before me this 1st day of April, 2008, by Paul R. Mooty, the Chief Executive Officer of Concrete Design Specialties, Inc., a Minnesota corporation, on behalf of the corporation.




Notary Public

ASSIGNEE:

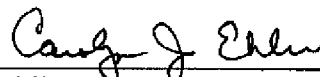
ACF, LLC

By 
John Fallenstein, Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1st day of April, 2008, by John Fallenstein, the Chief Manager of ACF, LLC, a Minnesota limited liability company, on behalf of the limited liability company.




Notary Public

SCHEDULE A

TRADEMARKS

1. Service mark "Custom Rock" (registration no. 1,871,584)
2. Service mark "Custom Rock International" (registration no. 1,748,872)
3. Trademark "Custom Rock International" (registration no. 1,879,773)