

## 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
TXI Operations, LP		02/01/2007	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Quality Products, Inc.		
Street Address:	P.O. Box 625		
City:	Eagle Lake		
State/Country:	TEXAS		
Postal Code:	77434		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2581108	CONTOUR	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8779		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-740-8779		
Email:	mail@lockelord.com		
Correspondent Name:	Robert E. Nail, Esq.		
Address Line 1:	2200 Ross Avenue, Suite 2200		
Address Line 4:	Dallas, TEXAS 75201-6776		
ATTORNEY DOCKET NUMBER:	0588633-72506		
NAME OF SUBMITTER:	Robert E. Nail		
Signature:	/Robert E. Nail/		
Date:	04/24/2008		

CH 2581108 \$40.00

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TRADEMARK  
REEL: 003765 FRAME: 0710

**Total Attachments: 7**

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## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that TXI OPERATIONS, LP, a Delaware limited partnership ("Seller") in consideration of [REDACTED] in the form of cash and Promissory Note as specified in the Asset Purchase Agreement executed by the parties as of Feb 1, 2006, (the "Asset Purchase Agreement") given by TEXAS QUALITY PRODUCTS, INC. a 2007 TEXAS corporation with its principal place of business in HOUSTON, TX ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer, assign to, vest in and deliver to Purchaser, its successors and assigns, forever, all of Seller's right, title and interest, legal or equitable, in and to the property described on the list attached hereto and made a part hereof (the "Assets").

TO HAVE AND TO HOLD the same unto the Purchaser and Purchaser's successors, executors, administrators and assigns, forever.

Seller hereby warrants and represents to Purchaser that it has title to and owns the Assets, free and clear of liens and encumbrances, provided however, SELLER MAKES NO WARRANTY CONCERNING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY OR CONDITION OF SAID PROPERTY, PURCHASER PURCHASING SAME HEREUNDER IN A USED CONDITION AND ON AN "AS IS, WHERE IS" BASIS WITH "ALL DEFECTS AND FAULTS".

PURCHASER ACKNOWLEDGES THAT THE PROPERTY COVERED BY THIS BILL OF SALE IS IN USED CONDITION AND HAS BEEN PURCHASED BY PURCHASER "AS IS WHERE IS" AND "WITH ALL DEFECTS AND FAULTS", AND PURCHASER ACKNOWLEDGES THAT NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE TO BE IMPLIED IN THIS TRANSACTION. Purchaser agrees to indemnify and hold Seller harmless to the fullest extent permitted by law for any injury or damages caused by or arising out of Purchaser's use of the Assets subsequent to delivery of such Assets to Purchaser.

Seller and Purchaser hereby covenant that, from time to time after delivery of this Bill of Sale, at the other party's request and without further consideration, Seller and/or Purchaser will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, such further conveyances and assignments as the other party may reasonably request in order to more effectively convey title to Purchaser and to put Purchaser in possession of the Assets.

The Assets are hereby sold by Seller and accepted by Purchaser subject to and in accordance with, all of the terms and conditions of the Asset Purchase Agreement, including, without limitation, the representations and warranties set forth therein, all of which are incorporated by reference for all purposes as if set forth in full herein and all of which shall survive the execution and delivery of this Bill of Sale.

Seller:

TXI OPERATIONS, LP

By: TXI OPERATING TRUST,

its general partner

By: [Signature]

Name: I. Gary Lidiak

Title: G.M.

Purchaser:

**TEXAS QUALITY PRODUCTS, INC.**

By: [Signature]

Name: DENNIS FILSON

Title: PRESIDENT

<u>TXI Asset #</u>	<u>Asset Description</u>
17370	CONVEYOR- FLAT BELT- FROM FEED
17371	CONVEYOR- INCLINE- TO FEED KIL
17372	CONVEYOR- FLATBELT- SCREEN TO
17386	BUCKET ELEVATOR- FEED #4 SAND
17388	BUCKET ELEVATOR- KILN TO LINKB
17389	BUCKET ELEVATOR- #4 SAND FROM
17390	BUCKET ELEVATOR- #3 SAND FROM
17391	BUCKET ELEVATOR- #1 SAND FROM
17402	HOPPER- FEED- 2 COMPARTMENT
17404	STORAGE SILO- 75 TON- #1 SAND
17405	STORAGE SILO- 75 TON- #4 SAND
17406	STORAGE SILO- NORTH- 75 TON- #
17407	STORAGE SILO- WEST- 75 TON- #3
17408	STORAGE TANK- OVERHEAD- 36 TON
17409	OVERHEAD HOPPER- 144 TON- #3 S
17410	OVERHEAD HOPPER- 60 TON- #3 SA
17411	OVERHEAD HOPPER- 60 TON- #4 SA
17412	STORAGE SILO- CONCRETE- 132 TO
17413	STORAGE SILO- STEEL- 36 TON- #
17414	OVERHEAD HOPPER- 36 TON- #5 SA
17415	HOPPER- FEED
17416	HOPPER- FINE SAND
17417	HOPPER- GRAVEL (WASTE)
17433	ELECTRICAL SWITCH GEAR & MOTOR
17436	CLASSIFIER- DYSTER- 4'X12'- US
17437	CLASSIFIER- DYSTER- 4'X12'- US
17438	CLASSIFIER- DYSTER- 4'X12'- US
17441	SCREEN- LINKBELT- NORTH- MOD U
17442	SCREEN- LINKBELT- SOUTH- MOD U
17444	KILN- 3 BURNER W/EXHAUST FAN
17657	PLANT REPAIRS AT ACQUISITION
17660	STORAGE CONTAINER-STEEL PARTS'
24023	SIEVE SHAKER-HAVER ELM 2000
30152	DRYER DRUM-ROTARY 24x60
17663	VOLVO LOADER VOL-120C SN11354
17358	BUILDING- 16'X35'- KILN
17363	BUILDING- BAGGING PRODUCTION &
17364	BUILDING- 36'X75'- SHED
17373	CONVEYOR- FLAT CHAIN BELT- UND
17374	CONVEYOR- FLAT FLEXOVEYER
17375	CONVEYOR- FLEXOVEYER
17387	BUCKET ELEVATOR- BAGGING SYSTE
17420	AIR COMPRESSOR- GARDNER-DENVER
17449	VALVE PACKER & BLOWERS- MODEL
17625	KILN-EMERGENCY SHUT-OFF SYS
17664	STRETCH WRAP SYS-LANTECH Q-300
17361	BUILDING- 10'X23' BREAKROOM
17362	BUILDING- 12'X28'- LAB & PARTS
31869	Warehouse - New
32158	FORKLIFT CAT GP25KLP
32159	FORKLIFT CAT GP25KLP
17360	BUILDING- WATER WELL HOUSE- W/
17654	OFFICE FOUNDATION & INSTALL
17609	OFFICE WORKSTATION
17612	CHAIR HON 7903GG62T
17613	CHAIR PLANTO 470RTA (GUEST)
17614	CHAIR PLANTO 470RTA (GUEST)
17615	CHAIR PLANTO 470RTA (GUEST)
17637	CHAIR-GLOBAL SECRETARIAL 2294
17638	CHAIR PLANTO EXEC #480
17639	CHAIR PLANTO OCCASIONAL #225
17640	CHAIR PLANTO OCCASIONAL #225
17641	CHAIR PLANTO OCCASIONAL #225
17642	CHAIR PLANTO OCCASIONAL #225
17643	CHAIR PLANTO OCCASIONAL #225
17644	CHAIR PLANTO OCCASIONAL #225
17645	CHAIR PLANTO OCCASIONAL #225
17646	CHAIR PLANTO OCCASIONAL #225
17647	CHAIR PLANTO SPACER TABLE #11
17649	DESK HON #P382ML
17650	LATERAL FILE HON MOD682L-L
17651	FILE OAKTOP MODEL #519480
17656	SIGN PLANT ENTRANCE
17658	SAFE MELINK MODEL 251
17659	SEPTIC TANK
28099	COMPUTER-SCALEHOUSE
28100	COMPUTER-SCALEHOUSE
30587	INTEL P3 W/PRINTER - DISPATCH
99998	TANKER TRAILER
99999	TANKER TRAILER

Purchaser understands that Seller does not warrant title to items affixed to realty, unless and until a confirmation is signed by the Land Owner.

EXHIBIT "D"  
**UCC-1 FINANCING STATEMENT**  
(to follow soon)

**EXHIBIT "E"**  
**CONTOUR® TRADEMARK ASSIGNMENT AGREEMENT**  
(to follow soon)

U.S.P.T.O.

**FEDERAL TRADEMARK ASSIGNMENT**

WHEREAS, TXI Operations, LP, a Delaware limited partnership, having its principal offices at 1341 West Mockingbird Lane, Dallas, Texas 75247 ("Assignor"), is the owner of all right, title and interest in and to the Trademark listed on Exhibit A (the "Trademark"), which Trademark is a registration on the Principal Register of the United States Patent and Trademark Office ("USPTO"), as indicated thereon; and

WHEREAS, Texas Quality Products, Inc., a Texas corporation, having a principal mailing address of P.O. Box 625, Eagle Lake, Texas 77434 ("Assignee"), is desirous of acquiring all right, title, and interest of Assignor in and to the Trademark and in and to any registrations, renewals, and extensions that may be granted thereon, and in each case together with the goodwill of the business connected therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred, and conveyed, and by these presents hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the right, if any, of Assignor to recover for damages and profits for past infringements of the Trademark.

This Assignment is binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

Signed this 22<sup>nd</sup> day of April, 2008.

**TXI OPERATIONS, LP**

a Delaware limited partnership

By: TXI Operating Trust, its general partner

By:

Name: Wesley E. Schlenker

Title: Assistant Secretary

**TRADEMARK**

**REEL: 003765 FRAME: 0717**

**EXHIBIT A**

<b><u>MARK</u></b>	<b><u>U.S. REGISTRATION NO.</u></b>	<b><u>REGISTRATION DATE</u></b>
CONTOUR & DESIGN	2,581,108	June 18, 2002

DALLAS: 0588633.72506: 1682188v1