

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
Vulcan Materials Company, Western Division		03/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Emulsions, Inc.		
Street Address:	Three Monarch Bay Plaza, Suite 120		
City:	Dana Point		
State/Country:	CALIFORNIA		
Postal Code:	92629		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1618272	GUARDTOP	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(303) 629-3400		
Email:	docketing-dv@dorsey.com		
Correspondent Name:	Katina C. Banks		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	370 Seventeenth Street, Suite 4700		
Address Line 4:	Denver, COLORADO 80202-5647		
ATTORNEY DOCKET NUMBER:	M13182US ~ 475193-7		
NAME OF SUBMITTER:	Katina C. Banks		
Signature:	/KCB 2928/		

CH \$40.00 1618272

Date:

05/04/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*") is entered into and effective as of March 27, 2009 (the "*Effective Date*") by and between CalMat Co., a Delaware corporation doing business as Vulcan Materials Company, Western Division (the "*Assignor*"), and Western Emulsions, Inc., an Arizona corporation (the "*Assignee*").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith entered into by and between Assignor and Assignee (the "*Asset Purchase Agreement*"), Assignee purchased and acquired from Assignor certain of Assignor's assets and property, both tangible and intangible (the "*Asset Purchase*");

WHEREAS, Assignor is currently the owner of the mark GUARDTOP® (the "*Trademark*"), which is registered with the United States Patent and Trademark Office as Registration No. 1618272 in International Class 1 for "emulsified oil based coating and sealer for asphalt paving and other types of paved surfaces" (the "*Trademark Registration*");

WHEREAS, in connection with the Asset Purchase, Assignor desires to sell, assign and transfer to Assignee, and Assignee desires to purchase and acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Trademark and Trademark Registration, together with the goodwill associated therewith, owned by Assignor;

WHEREAS, the rights and obligations of the parties to the Asset Purchase Agreement are conditioned upon the execution and delivery of this Agreement by the Assignor; and

WHEREAS, the parties hereto desire to execute this Assignment to further evidence the assignment by Assignor and the assumption by Assignee of the Trademark and Trademark Registration.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment:

1. Assignor hereby irrevocably sells, transfers and assigns to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademark and Trademark Registration owned by Assignor anywhere in the world, together with the goodwill associated therewith; said rights, title and interest include, but are not limited to, all common law rights and trade name rights, all rights of registration, renewal and extension and all causes of action and rights to recover for damages and profits heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals and extensions thereof (collectively, the "*Trademark Rights*").

2. Assignee hereby accepts the assignment provided for in Section 1 above.

3. At any time, and from time to time after the date of this Assignment, Assignor shall, upon Assignee's written request, take any and all steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances reasonably necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee.


4. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise a single instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNEE:

WESTERN EMULSIONS, INC.,
an Arizona corporation

By: 

Robert Koleas
President and Chief Executive Officer

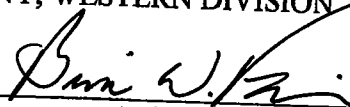
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

CALMAT CO. D/B/A VULCAN MATERIALS
COMPANY, WESTERN DIVISION

By:



Name:

Brian W. Ferris

Title:

Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]


ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

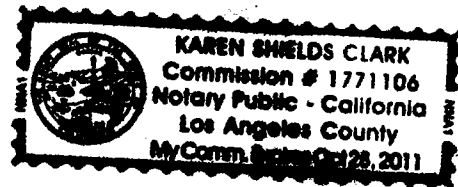
On March 30, 2009 before me, Karen Shields Clark, Notary Public, personally appeared Brian W. Ferris who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



My Commission Number is 1771106.
My Commission Expires October 28, 2011.

TRADEMARK