

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
Headwaters Incorporated		09/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Headwaters Resources, Inc.		
Street Address:	10653 South River Front Parkway, Suite 300		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77281412	PERFORMANCE POZZOLAN	
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:	johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5647		
ATTORNEY DOCKET NUMBER:	72115US ~ 475961-138		
NAME OF SUBMITTER:	Stephen A. Zemanick		
Signature:	/SAZ 2222/		
Date:	10/02/2009		

CH \$40.00 77281412

Total Attachments: 1
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TRADEMARK ASSIGNMENT

WHEREAS, Headwaters Incorporated, a Delaware corporation, ("Assignor"), is the owner of the trademark **PERFORMANCE POZZOLAN**, including U.S. Trademark Application No. 77/281,412 for the trademark (the "Mark");

WHEREAS, Assignor desires to assign and Headwaters Resources, Inc., a Delaware corporation having an address of 10653 South River Front Parkway, Suite 300, South Jordan, Utah 84095 ("Assignee") desires to receive all of Assignor's right, title and interest in and to the Mark, together with the goodwill associated therewith.

NOW THEREFORE, for the sum of one dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire worldwide right, title and interest in and to the Mark, together with the goodwill associated therewith, all common law rights related to the Mark, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the 29 day of Sept., 2009.

HEADWATERS INCORPORATED
(ASSIGNOR)

HEADWATERS RESOURCES, INC.
(ASSIGNEE)

By: [Signature]
Name: CURTIS J. BROWN
Date: Sept 29, 2009

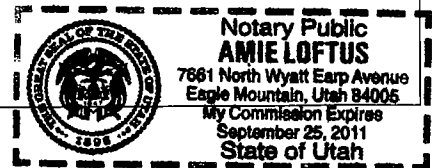
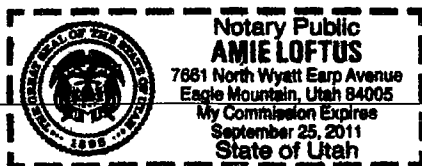
By: [Signature]
Name: CURTIS J. BROWN
Date: Sept 29, 2009

Subscribed and sworn to before me
this 29 day of September, 2009.

Subscribed and sworn to before me
this 29 day of September, 2009.

[Signature]
Notary Public

[Signature]
Notary Public



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