

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riccobene Designs LLC		11/01/2010	LIMITED LIABILITY COMPANY: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keystone Retaining Wall Systems, Inc.		
<b>Street Address:</b>	4444 West 78th Street		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55435		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2931881	XERISTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(937)443-6635		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	513-352-6719		
<b>Email:</b>	trademarks@thompsonhine.com		
<b>Correspondent Name:</b>	Michael J. Nieberding		
<b>Address Line 1:</b>	P.O. Box 8801		
<b>Address Line 4:</b>	Dayton, OHIO 45401-8801		
<b>ATTORNEY DOCKET NUMBER:</b>	027262-024US114		
<b>NAME OF SUBMITTER:</b>	Michael J. Nieberding		
<b>Signature:</b>	/michael j nieberding/		
<b>Date:</b>	01/04/2011		

OP \$40.00 2931881

Total Attachments: 3

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EXHIBIT C

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, is made as of the date executed below by Riccobene Designs LLC, a New Mexico limited liability company with its principal offices located at 532 Westgate Lane, N.W., Albuquerque, New Mexico 87107 (the "Assignor").

Pursuant to a Technology Assignment Agreement (the "Assignment Agreement") between Assignor and Keystone Retaining Wall Systems, Inc., a Minnesota corporation with its principal place of business at 4444 West 78th Street, Minneapolis, Minnesota 55435 (the "Assignee"), Assignor has agreed to transfer certain trademark rights to Assignee and Assignee has agreed to accept the same; and

Assignor is the owner of all right, title and interest in and to the trademarks set forth below (collectively, the "Trademarks").

XeriStone® U.S. Trademark Reg. No. 2,931,881  
Canyon™ stone  
Sereno™ stone/edger  
Essex™ stone  
Corsia™ paver  
Mesa™ round  
CobbleTop™ paver  
PaverStake™ landscape retention stake  
Patio on a Pallet™  
Crinoids™ fossil stone  
MesaStone™ paver series  
GrandPrize™ edger

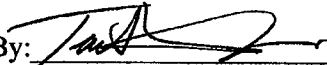
In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration as set forth in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby conveys, assigns and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, Assignor's entire right, title, and interest in and to said Trademarks, together with the goodwill of the business symbolized by said Trademarks, and the registrations, and uses thereof, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof and (b) bring actions and recover damages for past, present and future infringement thereof.

The Assignor hereby authorizes and requests that all national governments and authorities that have issued the Trademarks to issue, record and memorialize this Assignment with regard to all of the Trademarks.

Assignor agrees, upon reasonable request, without further payment or compensation by Assignee or its successors or assigns: to provide all further reasonable cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determines is necessary to record and fully effect the transfer of trademark rights made herein.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date set forth below.

RICCOBENE DESIGNS LLC

By:  11-1-2010  
Title: MEMBER Date

KEYSTONE RETAINING WALL SYSTEMS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date

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Assignor agrees, upon reasonable request, without further payment or compensation by Assignee or its successors or assigns: to provide all further reasonable cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determines is necessary to record and fully effect the transfer of trademark rights made herein.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date set forth below.

RICCOBENE DESIGNS LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_

KEYSTONE RETAINING WALL SYSTEMS, INC.

By: *E. H. Zyl* *11/1/10*  
Title: *VP - Wall SOLUTIONS* Date \_\_\_\_\_

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