

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|---------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Integrated Paving Concepts Inc. | | 06/30/2011 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Quest Construction Products, LLC | | |
| Street Address: | 2810 South 18th Place | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85034 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2222243 | STREETBOND | |
| Registration Number: | 2218231 | STREETBOND SURFACING SYSTEM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (612)492-7077 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 612-492-7000 | | |
| Email: | ip@fredlaw.com | | |
| Correspondent Name: | Patricia A. Larson, Senior Paralegal | | |
| Address Line 1: | Fredrikson & Byron, P.A. | | |
| Address Line 2: | 200 S. Sixth Street, Suite 4000 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Patricia A. Larson | | |
| Signature: | /Patricia A. Larson/ | | |
| Date: | 07/21/2011 | | |

OP \$65.00 2222243

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of June 30, 2011 (the "Effective Date"), by and between Integrated Paving Concepts Inc., a corporation incorporated under the laws of British Columbia ("Assignor") and Quest Construction Products, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey to Assignee all of the respective rights, title, and interests that Assignor has (or may be deemed to have) in the Intellectual Property included in the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's rights, title and interest in, under and to, all of the Intellectual Property included in the Purchased Assets, including those items listed on Exhibit A hereof (the "Marks"), together with the benefit of any and all use of the Marks and the goodwill of the business relating to the Marks.

2. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements, and indemnities relating to the Intellectual Property, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

4. Further Assurances. Assignor, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Assignee or its successors and assigns to more effectively consummate the assignments contemplated by this Assignment at Assignee's cost.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws principles.

6. Counterparts. This Assignment may be executed in two counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties

need not sign the same counterpart. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties as of the date first above written.

ASSIGNOR:

INTEGRATED PAVING CONCEPTS INC.

By:  _____

Name: JOHN SIMMONS

Title: CEO

ASSIGNEE:

QUEST CONSTRUCTION PRODUCTS, LLC

By: _____

Name: _____

Title: _____

[Signature Page to Assignment]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered on behalf of the parties as of the date first above written.

ASSIGNOR:

INTEGRATED PAVING CONCEPTS INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

QUEST CONSTRUCTION PRODUCTS, LLC

By: *Gerard Loftus*

Name: Gerard Loftus


Title: President

[Signature Page to Assignment]

EXHIBIT A

Registered Trademarks

U.S. FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS:

| Trademark | Status | Registration No. | Registration Date |
|---|------------|------------------|-------------------|
| StreetBond | Registered | 2222243 | 02-09-1999 |
|  | Registered | 2218231 | 01-19-1999 |

CHINA TRADEMARK/SERVICE MARK REGISTRATIONS:

| Trademark | Status | Registration No. | Registration Date |
|-------------|------------|------------------|-------------------|
| STREET BOND | Registered | 1712604 | 02-14-2002 |

Common Law Trademarks

1. Accent
2. StreetBond
3. StreetBond 150
4. StreetBond 120
5. StreetBond 50
6. StreetBondCL
7. StreetBond SR
8. RevivaSeal
9. TrackBond
10. CemBase
11. CB-150
12. StreetBond Base

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