

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
LaFarge Building Materials Inc.		10/03/2011	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Argos Cement LLC		
Street Address:	12735 Morris Road Extension, Suite 300		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0605320	MAGNOLIA	
Registration Number:	3767219	EAGLEBOND	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8807		
Phone:	704-343-2000		
Email:	geikenberry-wray@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Gina Eikenberry-Wray, NCCP		
Address Line 1:	201 N Tryon Street		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2054039-0001 ARGOS		
NAME OF SUBMITTER:	Peter L. Keeley		
Signature:	/Peter L. Keeley/		

OP \$65.00 0605320

TRADEMARK

Date:

10/20/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated October 3, 2011 (this "**Agreement**"), is executed by and between LAFARGE BUILDING MATERIALS INC., an Alabama corporation ("**Assignor**") and ARGOS CEMENT LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined herein).

WHEREAS, Assignor and Argos USA Corp, a Delaware corporation ("**Argos**"), and, solely for purposes of Section 9.15 of the Purchase Agreement, LAFARGE NORTH AMERICA INC., a Maryland corporation, and CEMENTOS ARGOS S.A., a *sociedad anónima* incorporated under the laws of the Republic of Colombia, entered into that certain Purchase Agreement, dated May 12, 2011 (the "**Purchase Agreement**"), pursuant to which, and subject to the terms and conditions sets forth therein, Assignor agreed to, among other things, sell to Argos all of the membership interests in Assignee (the "**Sale**");

WHEREAS, pursuant to the Purchase Agreement and Bill of Sale Assignment and Assumption Agreement, dated October 3, 2011, by and between Assignor and Assignee ("**Bill of Sale**"), prior to the Sale, Assignor agreed to transfer, grant, convey, assign and deliver to the Assignee all of Assignor's right, title and interest in and to the Acquired Cement Assets (as such term is defined in the Purchase Agreement), including but not limited to certain Owned Intellectual Property (as such term is defined in the Purchase Agreement), including the registered trademarks listed on Schedule A hereto;

WHEREAS, Assignor desires to transfer, grant, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the registered trademarks listed on Schedule A hereto (the "**Marks**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date hereof, subject to and in accordance with the terms of the Purchase Agreement:

1. Assignor does hereby transfer, grant, convey, assign and deliver to Assignee, and Assignee hereby accepts all of such Assignor's right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, any rights to protection of interest in the Marks and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. From time to time, as and when requested by Assignee hereto, Assignor shall execute, and deliver, or cause to be executed and delivered, all such documents and instruments as may be reasonably necessary to consummate and fully effectuate the assignments contemplated by this Agreement, and to provide whatever documents or other evidence of ownership as may be reasonably requested by Assignee to confirm Assignee's ownership of the Marks.

4. Nothing contained in this Agreement shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations (including, for the avoidance of doubt, any representation or warranty) of any party under the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and remain in full force and effect. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of, this Agreement.

5. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

6. This Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of New York without regard to conflicts of law provisions except that New York General Obligations Law Sections 5-1401 and 5-1402 shall apply. Each party hereto irrevocably and unconditionally submits to the jurisdiction of any New York state court located in New York, New York or any federal court in the Southern District of New York ("New York Courts") over any suit, action or other proceeding brought by any of the parties hereto arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action may be heard and determined in such New York Court. Each party hereto irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such suit, action or other proceeding or any defense of lack of personal jurisdiction or improper venue. The parties hereto further agree, to the extent permitted by Law, that final and unappealable judgment against any such party in any suit, action or other proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment. THE PARTIES HERETO HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7. This Agreement shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors. This Agreement, together with the Bill of Sale and Purchase Agreement, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or Portable Document Format (PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.


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NEWYORK:2432479.6

TRADEMARK
REEL: 004644 FRAME: 0782

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement on the date first written above.

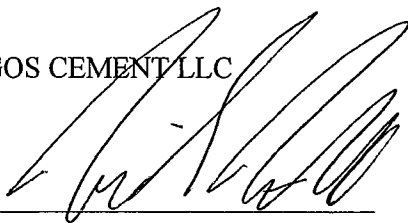
LAFARGE BUILDING MATERIALS INC.

By: 

Name: Peter L. Keeley

Title: Vice President
General Counsel

ARGOS CEMENT LLC

By: 

Name: William G. Miller

Title: Secretary
Assistant Treasurer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 004644 FRAME: 0783

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

1. MAGNOLIA, U.S. Reg.No. 0605320
2. EAGLEBOND, U.S. Reg.No. 3767219

NEWYORK:2432479.6

RECORDED: 10/20/2011

**TRADEMARK
REEL: 004644 FRAME: 0784**