## 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
Hydropave, LLC		102/13/2012 1	LIMITED LIABILITY COMPANY: TEXAS

## **RECEIVING PARTY DATA**

Name:	Pavestone, LLC
Street Address:	3490 Piedmont Rd., N.E.
Internal Address:	One Securities Centre
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2405651	CONLOCK
Registration Number:	2405650	CONLOCK I
Registration Number:	2405649	CONLOCK II
Registration Number:	2341363	HYDROPAVE
Registration Number:	2341364	HYDROPAVE

## **CORRESPONDENCE DATA**

Fax Number: (614)227-2100 6142272000 Phone:

rmorgan@porterwright.com Email:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Robert J. Morgan Address Line 1: 41 South High Street

**Suite 2900** Address Line 2:

> **TRADEMARK** REEL: 004718 FRAME: 0428

Address Line 4: Columbus, OHIO 43215			
ATTORNEY DOCKET NUMBER:	0515200-189479		
NAME OF SUBMITTER:	Robert J. Morgan		
Signature:	/Robert J. Morgan/		
Date:	02/16/2012		
Total Attachments: 2 source=HydropaveTMs#page1.tif source=HydropaveTMs#page2.tif			

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## TRADEMARK ASSIGNMENT

This ASSIGNMENT ("Assignment") is made and dated as of the date executed but effective as of 12:01 a.m. on January 1, 2012 (the "Effective Time") by Hydropave, LLC, a Texas limited liability company ("Assignor"), in favor of Pavestone, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the titles listed on the Schedule of Trademarks (the "Marks") below, including all trademark rights therefor and all applications and registrations therefor; and

WHEREAS, pursuant to the Agreement for the Purchase and Sale of Assets dated as of December 6, 2011 (the "<u>Purchase Agreement</u>"), providing for, among other things, the transfer and sale by certain grantors (including Assignor) to a grantee (Assignee) all right, title, and interest in and to the Purchased Assets, as more fully described in the Purchase Agreement and including the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto hereby agree as follows:

- 1. Assignor hereby sells, transfers, assigns, and delivers to the Assignee all of Assignor's right, title, and interest in, to and under the Marks, together with the goodwill associated therewith; including all applications and registrations therefor. Assignor further sells, transfers, assigns, and delivers to Assignee any and all causes of action arising under the rights assigned hereunder that may have arisen prior to the Effective Time. Assignor further sells, transfers, assigns, and delivers to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for all of the rights herein assigned.
- 2. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required under any federal or state law, to perfect Assignee's ownership of any intellectual property rights in the Marks.
- 3. In the event of any conflict between this document and the Purchase Agreement, the Purchase Agreement shall govern.

[Signature Page Follows.]

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IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the date shown above.

**HYDROPAV** 

By:

Mehal Bu

Title:

STATE OF TEMS

COUNTY OF DALLAS

On this 13th day of February, 2012 before me, a Notary Public in and for said county and state, ly appeared Rubyer 5. Schlage, who acknowledged himself/herself to be the of Hydrophye LLC . ("Assignor"), which executed the foregoing assignment and who acknowledged that he/she is authorized to execute this assignment on behalf of Assignor, and that he/she did execute the foregoing assignment for and on behalf of Assignor and that such signing is the free act and deed of Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Hydropave, LLC (Texas limited liability company) Schedule of Trademarks

Owner	a Mark	Reg. No.	App. No.
Hydropave, LLC	CONLOCK	2405651	75738699
Hydropave, LLC	CONLOCK I	2405650	75738676
Hydropave, LLC	CONLOCK II	2405649	75738675
Hydropave, LLC	HYDROPAVE	2341363	75738678
Hydropave, LLC	HYDROPAVE (STYLIZED)	2341364	75738679

**TRADEMARK** REEL: 004718 FRAME: 0431

RECORDED: 02/16/2012