

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
Texas Industries, Inc.		04/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bonsal American, Inc.		
Street Address:	8201 Arrowridge Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28224		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0637032	EZY-MIX	
CORRESPONDENCE DATA			
Fax Number:	7703925305		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	770-392-5319		
Email:	todd.ramstrom@oldcastlelaw.com		
Correspondent Name:	David Lewis		
Address Line 1:	900 Ashwood Parkway, Suite 700		
Address Line 2:	Oldcastle Law Group		
Address Line 4:	Atlanta, GEORGIA 30338		
NAME OF SUBMITTER:	David Lewis		
Signature:	/David Lewis/		
Date:	06/29/2012		
Total Attachments: 3 source=Trademark Assignment by Texas Industries#page1.tif source=Trademark Assignment by Texas Industries#page2.tif source=Trademark Assignment by Texas Industries#page3.tif			

OP \$40.00 0637032

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), effective April 6, 2012, is made by Texas Industries, Inc., a Delaware corporation ("**Texas Industries**"), in favor of Bonsal American, Inc., a Delaware corporation ("**Buyer**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, executed by and between TXI Operations, LP, as Seller ("**TXI**"), and Buyer (the "**Purchase Agreement**"), TXI has agreed to sell, assign and convey and Buyer has agreed to purchase, among other things, the trade marks, and domain names listed on Exhibit A hereto (the "**Trademark**");

WHEREAS, Texas Industries is the owner of the Trademark and, for purposes of this Assignment, is herein called "**Seller**;" and

WHEREAS, Seller and Buyer desire to execute and deliver this Assignment to evidence Seller's sale, assignment, and conveyance of the Trademark to Buyer.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, convey, and otherwise transfer unto Buyer and its successors and assigns all right, title, and interest to the Trademark, including, without limitation, all common law rights therein, all rights in the applicable registrations thereof, all renewals thereof, the right to sue for past, present and future infringements thereof and all other corresponding rights, together with all of the goodwill and intangible benefits associated therewith, to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this assignment not been made.

Seller does hereby irrevocably appoint Buyer and its successors and assigns as Seller's true and lawful attorney in fact, and hereby authorizes Buyer to (a) execute on behalf of Seller all instruments, documents, and the like to transfer the Trademark to Buyer and to record this assignment with the U.S. Patent and Trademark Office, and (b) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest, it shall be irrevocable.

This Assignment is subject to and controlled by the terms of the Purchase Agreement, including all of the representations, warranties, covenants and agreements set forth therein. Nothing contained herein shall be deemed to alter, modify, expand or diminish any term or provision set forth in the Purchase Agreement, including the representations, warranties and covenants of the parties contained therein. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the Purchase Agreement shall control. This Assignment shall be binding upon Buyer and Seller and their respective successors and assigns.

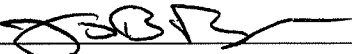
This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

(Signature Page Follows)

IN WITNESS WHEREOF, this Assignment has been duly executed by Seller as of the day and year first above written.

SELLER:

TEXAS INDUSTRIES, INC.

By: 
Name: James B. Rogers
Title: Vice President – Chief Operating Officer

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13 day of April, 2012, by James B. Rogers, Vice President – Chief Operating Officer of Texas Industries, Inc., a Delaware corporation, for and on behalf of said corporation.




Notary Public, State of Texas

EXHIBIT A
TRADEMARK

1. EzyMix US #0637032
2. Ezy-Bond US #3335021

US2008 3382667.1