

08/26/2013

MRD 08-06-13



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To the Director of the U. S. Patent and Trademark Office

1 document(s) or the new address(es) below.

1. Name of conveying party(ies):

Trinity Industries, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 22, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TXI Operations, LP

Street Address: 1341 West Mockinbird Lane, Suite 700W

City: Dallas

State: Texas

Country: United States Zip: 75247

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

2,290,407

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Drew Nachowiak

Internal Address: _____

Street Address: 1341 West Mockingbird Lane, Suite 700W

City: Dallas

State: Texas Zip: 75247

Phone Number: (972) 647-6700

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

one (1)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/26/2013 HTON11 00000015 2290407

Deposit Account Number _____ 40.00 0P

Authorized User Name _____

9. Signature:

Drew Nachowiak

Signature

August 21, 2013

Date

Drew Nachowiak

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **four (4)**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005109 FRAME: 0765

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), effective March 22, 2013, is made by TRINITY INDUSTRIES, INC., a Delaware corporation ("*Seller*"), in favor of TXI OPERATIONS, LP, a Delaware limited partnership ("*Buyer*").

WHEREAS, pursuant to that certain Amended and Restated Ready Mix Asset Purchase and Sale Agreement, dated effective as of December 4, 2012, executed by and between Seller and Buyer and certain of their affiliates (the "*Purchase Agreement*"), Seller has agreed to sell, assign and convey and Buyer has agreed to purchase, among other things, the trade mark listed on Exhibit A hereto (the "*Trademark*"); 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 Trademarks to Buyer and to record this assignment with the U.S. Patent and Trademarks 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.

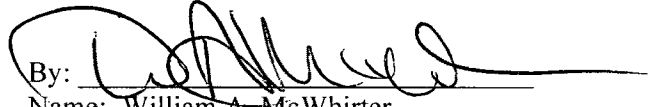
This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile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

TRINITY INDUSTRIES, INC.

By: 

Name: William A. McWhirter

Title: Senior Vice President

THE STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13 day of June, 2013, by William A. McWhirter, Senior Vice President of Trinity Industries, Inc., a Delaware corporation, for and on behalf of said corporation.



Notary Public, State of Texas



EXHIBIT A
TRADEMARK

SMOOTHCRETE, United States Patent and Trademark Office, Registration No. 2,290,407