

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
TXI OPERATIONS, LP		03/21/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	LWFP, LLC		
Street Address:	2525 Stemmons Freeway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75207		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2442986	TRUGRO	
Registration Number:	2527781	PAVE GRO	
Registration Number:	2497646	EAGLE'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	2146614691		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-953-6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B.K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	091078.1545		
NAME OF SUBMITTER:	B.K. Drinkwater		

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Signature:	/B.K. Drinkwater/
Date:	09/20/2013
Total Attachments: 3 source=TXI Operations Assignment to LWFP#page1.tif source=TXI Operations Assignment to LWFP#page2.tif source=TXI Operations Assignment to LWFP#page3.tif	

TRADEMARK AND PATENT ASSIGNMENT

This Trademark and Patent Assignment (this "*Assignment*"), effective March __, 2013, is made by TXI OPERATIONS, LP, a Delaware limited partnership ("*Seller*"), in favor of LWFP, LLC, a Delaware limited liability company ("*Buyer*").

WHEREAS, pursuant to that certain Amended and Restated Aggregates 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 trademarks and patents listed on Exhibit A hereto (the "*Trademarks and Patents*"); and

WHEREAS, Seller and Buyer desire to execute and deliver this Assignment to evidence Seller's sale, assignment, and conveyance of the Trademarks and Patents 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 Trademarks and Patents, 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 and Patents 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:

TXI OPERATIONS, LP

By: TXI Operating Trust, its general partner

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

THE STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on the 21 day of March, 2013, by James B. Rogers, Vice President and Chief Operating Officer of TXI Operating Trust, as General Partner of TXI Operations, LP, a Delaware limited partnership, for and on behalf of said partnership.

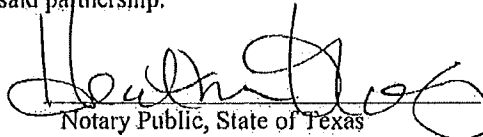

Notary Public, State of Texas



EXHIBIT A
TRADEMARKS AND PATENTS

Trademarks:

1. TRUGRO, United States Patent and Trademark Office, Registration No. 2442986
2. PAVE GRO, United States Patent and Trademark Office, Registration No. 2527781
3. EAGLE'S CHOICE, United States Patent and Trademark Office, Registration No. 2497646
4. intraCure, *common-law unregistered trademark

*This trademark is not registered with the U.S. Patent and Trademark Office, and has been used by TXI Operations, LP as a common-law trademark only. TXI transfers any rights it may have in this mark, if any, but transfers it without warranty of any kind.

Patents:

1. Lightweight Dust Suppressing Aggregate for Antiskidding Applications, United States Patent and Trademark Office, Registration No. 5667718