

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|------------------------------|----------------|-----------------------|
| Lafarge North America Inc. | FORMERLY Lafarge Corporation | 08/30/2013 | CORPORATION: MARYLAND |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Continental Building Products LLC |
| Street Address: | 12018 Sunrise Valley Drive |
| Internal Address: | Suite 500 |
| City: | Reston |
| State/Country: | VIRGINIA |
| Postal Code: | 20191 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 2759774 | CLASSIC COAT |
| Registration Number: | 2505424 | FIRE WATERCHECK |
| Registration Number: | 2254925 | FIRECHECK |
| Registration Number: | 2945324 | L5 |
| Registration Number: | 2825850 | L5 |
| Registration Number: | 4126855 | LIFTLITE |
| Registration Number: | 3353487 | MOLD DEFENSE |
| Registration Number: | 2701067 | PROTECTA |
| Registration Number: | 3448360 | RAPID COAT |
| Registration Number: | 3547893 | RAPID COAT LOW DUST |
| Registration Number: | 2823645 | RAPID DECO |
| Registration Number: | 2489194 | RAPID JOINT |
| Registration Number: | 2309014 | SAGCHECK |

OP \$440.00 2759774

| | | |
|----------------------|---------|-----------------|
| Registration Number: | 2220303 | WATERCHECK |
| Registration Number: | 3741034 | WEATHER DEFENSE |
| Registration Number: | 3831431 | W DFZ |
| Registration Number: | 3831442 | M DFZ |

CORRESPONDENCE DATA

Fax Number: 7037062217
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 703 480-3688
Email: pam.melvin@gmail.com
Correspondent Name: Pam Melvin
Address Line 1: 12018 Sunrise Valley Drive
Address Line 2: Suite 500
Address Line 4: Reston, VIRGINIA 20191

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | TRADEMARK ASSIGN |
| NAME OF SUBMITTER: | Peter L. Keeley |
| Signature: | /Peter L. Keeley/ |
| Date: | 09/25/2013 |

Total Attachments: 7
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ASSIGNMENT OF U.S. TRANSFERRED INTELLECTUAL PROPERTY

This ASSIGNMENT OF U.S. TRANSFERRED INTELLECTUAL PROPERTY (this "Assignment") is entered into on August 30, 2013 (the "Effective Date"), by and between Lafarge North America Inc., a Maryland corporation ("Assignor"), and Continental Building Products LLC, a Delaware limited liability company ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Lone Star U.S. Acquisitions, LLC, ("U.S. Acquisitions") are parties to that certain Asset Purchase Agreement, dated as of June 24, 2013 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase from Assignor the US Purchased Assets; and

WHEREAS, Assignor is the (a) owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents"); and (b) owner of each of the trademark registrations and trademark applications (together with the goodwill associated exclusively therewith) set forth on Schedule B hereto (collectively, the "Trademarks"; and together with the Patents, the "US Transferred Intellectual Property"); and

WHEREAS, U.S. Acquisitions assigned certain of its rights and obligations under the Purchase Agreement, including its rights and obligations under the Purchase Agreement with respect to the US Transferred Intellectual Property, to Assignee pursuant to that certain Assignment of Asset Purchase Agreement, dated as of July 24, 2013 (the "Assignment Agreement"), by and among U.S. Acquisitions, on the one hand, and Silver Grove Property Holdings, LLC, Palatka Property Holdings, LLC, Buchanan Property Holdings, LLC, and Assignee, on the other hand; and

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of receiving, Assignor's right, title and interest in and to said US Transferred Intellectual Property; and

WHEREAS, this Assignment is being executed and delivered pursuant to the Purchase Agreement.

TERMS

NOW, THEREFORE, in consideration of the payment of the Purchase Price and the assumption of the Assumed Liabilities, and intending to be legally bound hereby, the parties agree as follows:

1. Effective upon the Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all of Assignor's right, title and interest in and to the US Transferred Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, or other violation thereof or conflict therewith.
2. Assignor agrees to execute and deliver all papers, instruments, and assignments, and to perform other acts, in each case, at the reasonable request and sole expense of Assignee, in order to record and perfect all of Assignee's right, title and interest in and to the US Transferred Intellectual Property; provided, that, as between the parties, Assignee shall be responsible for the preparation and filing of such papers, instruments and assignments to record and/or perfect Assignee's right, title and interest in and to the US Transferred Intellectual Property (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.
3. This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in such Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, each of the Purchase Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Purchase Agreement shall prevail and control.
4. This Assignment and the Purchase Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersede all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized representatives as of the Effective Date.

LAFARGE NORTH AMERICA INC.

By: 

Name: Peter L. Keeley

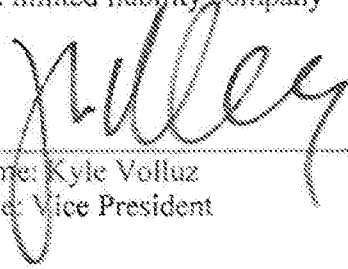
Title: Senior Vice President, General Counsel and
Corporate Secretary

[Signature Page to Assignment of U.S. Transferred Intellectual Property]

TRADEMARK
REEL: 005117 FRAME: 0369

CONTINENTAL BUILDING PRODUCTS LLC
a Delaware limited liability company

By:


Name: Kyle Volluz
Title: Vice President

Assignment of US Transferred Intellectual Property

TRADEMARK
REEL: 005117 FRAME: 0370

SCHEDULE A

Patents

| Ref. | Title | Country | Patent No. / Date | App. No. / Filed | Status |
|-------------------|---|---------|-----------------------|------------------------|---------|
| LP95003-US-NP | Method, assembly and complementary plaster for non-structural work | USA | 6,105,325 20000822 | 09/316,013 19990521 | Granted |
| LP95004-US-CNT | Construction assembly of plaster boards and a method of assembling a plurality of plaster boards | USA | 7,337,587 20080304 | 10/857,504 20040601 | Granted |
| LP00005-US-PCT | Surfactant composition for gypsum plaster boards | USA | 7,033,431 20060425 | 10/381,232 20030609 | Granted |
| LP00001-US-PCT | Jointing compound for structural element, method for preparing same and method for producing a structure | USA | 7,047,701 20060523 | 10/345,141 20030116 | Granted |
| LP00004-US-CNT | Method, assembly and additional coat for the construction of interior works | USA | 7,208,225 20070424 | 10/308,084 20021203 | Granted |
| LP00004-US-DIV | Method, assembly and additional coat for the construction of interior works | USA | 8,151,532 20120410 | 10/885,078 20040707 | Granted |
| LP01002-US-PCT | Method for producing reduced-weight plasterboards | USA | 7,220,373 20070522 | 10/469,857 20031231 | Granted |
| LP01004-US-CPA | Method and device for forming dense layers in a gypsum paste | USA | 7,470,338 20081230 | 10/703,418 20031110 | Granted |
| LP02002-US-PCD | Method for production of sheets made from binder, production line for said sheets and device for generation of an impression | USA | 7,651,327 20100126 | 10/904,738 20041124 | Granted |
| LP02002-US-PCT | Method for production of sheets made from binder, production line for said sheets and device for generation of an impression | USA | 7,790,090 20100907 | 10/505,543 20050223 | Granted |
| LP02004-US-PCD | Device for drying and/or firing gypsum | USA | 8,251,695 20120828 | 12/268,473 20081111 | Granted |
| LP02004-US-PCT | Device for drying and/or firing gypsum | USA | 7,651,565 20100126 | 10/506,567 20050812 | Granted |
| LP02009-US-PCD | Joint coating composition for construction elements and method for producing a structure | USA | 7,842,218 20101130 | 12/472,055 20090526 | Granted |
| LP02009-US-PCT | Joint coating composition for construction elements and method for producing a structure | USA | 7,594,963 20090929 | 10/534,231 20050506 | Granted |
| LP03004-US-PCD | Hydraulic binder-based, tapered-edge boards, production method and production line therefor, and light work construction method | USA | 8,257,525 20120904 | 12/538,996 20090811 | Granted |
| LP03004-US-PCD[2] | Hydraulic binder-based, tapered-edge boards, production method and production line therefor, and light work construction method | USA | 8,372,240 20130212 | 12/539,005 20090811 | Granted |
| LP03009-US-DIV | Method and apparatus for stabilizing plaster | USA | 7,748,888 20100706 | 12/068,335 20080205 | Granted |
| LP03009-US-NP | Method and apparatus for stabilizing plaster | USA | 7,371,278 20080513 | 11/014,998 20041220 | Granted |
| LP04002-US-NP[2] | A system using a drywall board and a jointing compound, coating for wall construction | USA | 7,469,510 20081230 | 10/824,193 20040414 | Granted |
| LP04002-US-NP[4] | A system using a drywall board and a jointing compound, coating for wall construction | USA | 7,414,085 20080819 | 10/824,336 20040414 | Granted |

| Ref. | Title | Country | Patent No. / Date | App. No. / Filed | Status |
|----------------|---|---------|-----------------------|------------------------|---------|
| LP04003-US-NP | Manufacturing line for gypsum boards | USA | 7,214,411 20070508 | 10/822,783 20040413 | Granted |
| LP04004-US-PCT | Method for producing a work, pointing and surfacing compound for structural elements and method for producing thereof | USA | 7,759,416 20100720 | 11/579,449 20070430 | Granted |
| LP04005-US-PCT | Gypsum plasterboard comprising at least a covering paper with a coating slip comprising plastic pigments, coating slip and related manufacturing method | USA | N/A | 11/571,446 20090817 | Pending |
| LP04006-US-NP | New gypsum board and systems comprising it | USA | 7,700,505 20100420 | 10/943,949 20040920 | Granted |
| LP05003-US-PCD | Jointing and surface coating material for building elements, method for preparing same and method for constructing a structure | USA | N/A | 13/328,840 20111216 | Pending |
| LP06001-US-PCD | Lightweight plasterboard and plaster slurry composition used for its manufacture | USA | 8,252,110 20120828 | 13/092,576 20110422 | Granted |
| LP06003-US-PCT | Production process for boards with four feathered edges based on hydraulic binder, line for the production of such boards | USA | 8,277,586 20121002 | 12/300,259 20090605 | Granted |
| LP07003-US-PCT | Sound-absorbing, resistant panels and process for making same | USA | N/A | 12/747,057 20100609 | Pending |
| LP09002-US-PCT | Water-reducing agent for hydraulic binders | USA | N/A | 13/256,331 20110913 | Pending |
| LP10001-US-PCT | Plaster Paste Mixer | USA | N/A | 13/522,396 20120716 | Pending |

SCHEDULE B

Trademarks

| Trademark | Type (W=word or L=logo) | Country | Class(es) | Registration Date | Registration Number |
|------------------------|-------------------------------|---------|-----------|-------------------|---------------------|
| Classic Coat | W | USA | 19 | 9/2/2003 | 2759774 |
| Fire WaterCheck | W | USA | 19 | 11/6/2001 | 2505424 |
| Firecheck | W | USA | 19 | 6/22/1999 | 2254925 |
| L5 | L | USA | 2, 19 | 4/26/2005 | 2945324 |
| L5 | W | USA | 19 | 3/23/2004 | 2825850 |
| LiftLite | W | USA | 19 | 4/10/2012 | 4126855 |
| Mold Defense | W | USA | 19 | 12/11/2007 | 3353487 |
| Protecta | W | USA | 19 | 3/25/2003 | 2701067 |
| Rapid Coat | W | USA | 17 | 6/17/2008 | 3448360 |
| Rapid Coat Low Dust | W | USA | 17 | 12/16/2008 | 3547893 |
| Rapid Deco | W | USA | 19 | 3/16/2004 | 2823645 |
| Rapid Joint | W | USA | 19 | 9/11/2001 | 2489194 |
| SagCheck | W | USA | 19 | 1/18/2000 | 2309014 |
| WaterCheck | W | USA | 19 | 1/26/1999 | 2220303 |
| Weather Defense | W | USA | 19 | 1/19/2010 | 3741034 |
| W Dfz | L | USA | 19 | 8/10/2010 | 3831431 |
| M Dfz | L | USA | 19 | 8/10/2010 | 3831442 |