

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
Cast-Crete Corporation		12/30/2013	CORPORATION: FLORIDA
Florida Engineered Construction Products		12/30/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Cast-Crete USA, Inc.
Street Address:	6324 County Rd. 579
City:	Seffner
State/Country:	FLORIDA
Postal Code:	33584
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3310507	CAST-CRETE
Registration Number:	3182183	CAST-CRETE
Registration Number:	3149304	HIDRI

CORRESPONDENCE DATA

Fax Number: 8132294133  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 813-223-7000  
 Email: copyrights@cfjblaw.com  
 Correspondent Name: Stephen J. Leahu  
 Address Line 1: PO Box 3239  
 Address Line 2: Attn: IP Matters  
 Address Line 4: Tampa, FLORIDA 33601-3239

ATTORNEY DOCKET NUMBER:	02847-08369
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CH \$90.00 3310507

NAME OF SUBMITTER:	Stephen J. Leahu
Signature:	/Stephen J. Leahu/
Date:	01/10/2014
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is entered into as of December 30, 2013 (the "Effective Date") by **CAST-CRETE CORPORATION**, a Florida corporation, and **FLORIDA ENGINEERED CONSTRUCTION PRODUCTS CORPORATION**, a Florida corporation, (together, "Assignors") in favor of **CAST-CRETE USA, INC.**, a Florida corporation, or its designee ("Assignee").

### Recital

Assignors and Assignee are parties to the Asset Purchase Agreement of even date herewith (the "APA") pursuant to which Assignors agreed to grant, transfer and assign to Assignee all of Assignors' rights in the Intellectual Property, as defined below.

### Definitions

The "Business" shall mean the business of manufacturing and distributing pre-cast construction products.

The term "Intellectual Property" shall mean all:

(i) trademarks (registered or unregistered), service marks, brand names, trade names, domain names, certification marks, trade dress, assumed names, other indications of origin and the goodwill associated therewith, and all registrations or applications for registration thereof in any jurisdiction, including any extension, modification or renewal of any such registration or application;

(ii) patents, patent applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, and foreign counterparts in any jurisdiction, and any inventions whether patented, patentable or not;

(iii) copyrights, database rights and moral rights in both published works and unpublished works, including all such rights in software, user and training manuals, marketing and promotional materials, web sites, logos, product labels, product packaging, product inserts, material safety data sheets, internal reports, artwork, digital files, paper files, business plans and any other writings, expressions, mask works, firmware and videos, whether copyrighted, copyrightable or not, and all registrations or applications for registration of copyrights thereof and any renewals or extensions thereof in any jurisdiction;

(iv) trade secret and confidential information, and rights in any jurisdiction to limit the use or disclosure thereof by a third party, including such rights in formulations, inventions, discoveries and ideas, whether patented, patentable or not in any jurisdiction (and whether or not reduced to practice), know-how, customer lists, vendor lists, technical information, proprietary information, technologies, designs, concepts, compilations of information, methods, techniques, procedures, processes and formulae, software, data, plans, diagrams, flow charts, drawings and blue prints, whether tangible or intangible and whether stored, compiled, or memorialized physically, electronically, photographically or otherwise;

(v) testing information, Universal Product Codes ("UPCs"), model releases, publication rights, customer contracts, vendor contracts, royalty and licensing agreements, phone numbers, accounting records, financial information, business prospects, historical sales and business operations information and performance, and any software used to account for or design pre-cast construction products; and

(vi) any similar intellectual property or proprietary rights similar to any of the foregoing, licenses (whether implied or otherwise), immunities, obligations to assign, transfer or license, covenants not to sue and the like relating to the foregoing, and any claims or causes of action arising out of or related to any infringement, misuse or misappropriation of any of the foregoing, including actions arising out of infringements, misuses, or misappropriations that occurred prior to the effective date of this Agreement.

#### Assignment

For good and valuable consideration, and on the promises and premises set forth below, the receipt and sufficiency of which are acknowledged, Assignors hereby irrevocably grant, transfer and assign to Assignee, all of Assignors' worldwide common law and statutory right, title and interest in and to any and all of its rights in any and all Intellectual Property associated with, or used in connection with, the Business, whether owned or licensed (including without limitation all Intellectual Property listed in Exhibit "A" ), together with any and all of the goodwill associated therewith. Assignors further agree to execute any and all further documentation necessary or required to effectuate the formal transfer and recordation of any or all of the Intellectual Property, in the relevant governmental agencies in the United States and foreign jurisdictions.

To the extent any separate assignments are executed and/or recorded in connection with any assigned Intellectual Property, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described in this Assignment and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

Assignors hereby authorize Assignee, its successors and assigns, to take any appropriate action in connection with the assigned Intellectual Property (including, without limitation, all applications and registrations therefor), in the name of the Assignors.

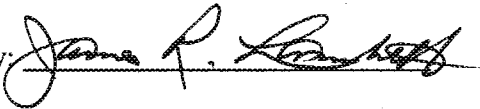
Any nation or state, or agency or representative thereof, or individual, partnership, corporation, or other entity, may rely without further inquiry upon the powers and rights granted to Assignee herein and upon any notarization, certification, verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Assignment of the authenticity of any copy, conformed or otherwise, hereof.

*[Signatures appear on the following page.]*

Dated as of the Effective Date.

**ASSIGNOR:**

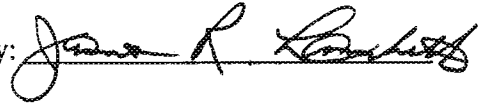
**CAST-CRETE CORPORATION**

By: 

Name: James R. Lambeth

Title: CFO & COO

**FLORIDA ENGINEERED  
CONSTRUCTION PRODUCTS  
CORPORATION**

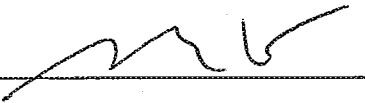
By: 

Name: James R. Lambeth

Title: CFO & COO

**ASSIGNEE:**

**CAST-CRETE USA, INC.**

By: 

Name: Shea Hughes


Title: President & CEO

**Exhibit A**

Copyrights

<u>Registration Number / Date</u>	<u>Full Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
VA0001208144 / 2004-01-26	8 inch high strength precast & prestressed concrete lintels load-deflection graphs.	2003	6/1/2003
TX0005917832 / 2004-01-26	Cast-Crete 2003 product information : ver. 3.1.	2003	6/1/2003
VA0001267134 / 2004-01-26	Cast-Crete moment and shear tables : 8 inch high strength precast & prestressed concrete lintels.	2003	6/1/2003
VA0001208146 / 2004-01-26	Heavy duty impact resistant parking bumpers.	2003	6/1/2003
VA0001208138 / 2004-01-26	High strength precast & prestressed concrete lintels & sills price list.	1996	7/1/1996
VA0001208140 / 2004-01-26	High strength precast & prestressed concrete lintels safe allowable moment and shear tables.	2001	3/1/2001
VA0001208142 / 2004-01-26	High strength precast & prestressed concrete lintels safe load tables.	2003	6/1/2003
VA0001208141 / 2004-01-26	High strength precast & prestressed concrete lintels safe load tables.	1996	10/1/1996
VA0001208139 / 2004-01-26	Precast concrete products.	2003	6/1/2003
VA0001208143 / 2004-01-26	Precast concrete products price list.	2003	6/1/2003
VA0001208137 / 2004-01-26	Wind resistant precast window sill.	1999	7/1/1999
VA0001208145 / 2004-01-26	Wind resistant precast window sills.	2003	6/1/2003

Trademarks

Mark	Goods and Services	Serial Number	Registration Number
	IC 019. US 001 012 033 050. G & S: Precast concrete products, namely, parking bumpers, scuppers, thresholds, lintels, sills, slabs, and beams. FIRST USE: 1955/05/07. FIRST USE IN COMMERCE: 1962/08/30	77014468	3310507
CAST-CRETE®	IC 019. US 001 012 033 050. G & S: Precast concrete products, namely, parking bumpers, scuppers, thresholds, lintels, sills, slabs, and beams. FIRST USE: 1955/05/07. FIRST USE IN COMMERCE: 1962/08/30	76567395	3182183
HIDRI®	IC 019. US 001 012 033 050. G & S: concrete sills. FIRST USE: 20050430. FIRST USE IN COMMERCE: 2005/05/31	76632309	3149304
LEADERS IN THE PRECAST INDUSTRY™	Precast concrete products, namely, parking bumpers, scuppers, thresholds, lintels, sills, slabs, and beams		