

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
Lafarge North America Inc.		08/30/2013	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Continental Building Products Operating Company, LLC		
Street Address:	12018 Sunrise Valley Drive		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86000722	CONTINENTAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(703) 480-3852		
Email:	tim.power@continental-bp.com		
Correspondent Name:	Tim Power, Continental Building Products		
Address Line 1:	12018 Sunrise Valley Drive		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Timothy Power		
Signature:	/Tim Power/		
Date:	02/20/2014		
Total Attachments: 3			
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OP \$40.00 86000722

ASSIGNMENT OF U.S. TRANSFERRED TRADEMARK APPLICATION

This ASSIGNMENT OF U.S. TRANSFERRED TRADEMARK APPLICATION (this "Assignment") is entered into as of August 30, 2013 (the "Effective Date"), by and between Lafarge North America Inc., a Maryland corporation ("Assignor"), and Continental Building Products Operating Company LLC, (formerly known as 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 owner of the trademark application (together with the goodwill associated exclusively therewith) set forth on Schedule A hereto (collectively, the "US Transferred Trademark Application"); 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 Trademark Application, 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 Trademark Application; 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 Trademark Application, 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 Trademark Application; 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 Trademark Application (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.

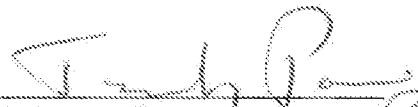
[Signature Page Follows]

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. Kerzoy
Title: SVP, General Counsel
& Corporate Secretary

CONTINENTAL BUILDING PRODUCTS OPERATING COMPANY, LLC
(FORMERLY KNOWN AS CONTINENTAL BUILDING PRODUCTS LLC)
a Delaware limited liability company

By: 
Name: Timothy Peter
Title: SVP General Counsel & Secretary