

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Victor Oolitic Stone Company (d/b/a Indiana Limestone Company, Inc.)		05/02/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Indiana Limestone Acquisition, LLC		
<b>Street Address:</b>	6250 N. River Road, Suite 10-100		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3171013	VANDERBILT CLASSIC	
<b>Registration Number:</b>	3131474	LIMESTONE CLASSIC SERIES	
<b>Registration Number:</b>	3132889	THE CLASSIC COMPLEMENT TO BRICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-609-7897		
<b>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	417020000007		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	06/05/2014		
<b>Total Attachments: 7</b>			
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<b>TRADEMARK</b>			

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**ASSIGNMENT  
OF  
U.S. TRADEMARK REGISTRATIONS AND DOMAIN NAMES**

THIS ASSIGNMENT (this "Assignment") is made and entered into as of May 2, 2014 ("Effective Date") by and between Victor Oolitic Stone Company (d/b/a Indiana Limestone Company, Inc.), an Indiana corporation ("Assignor"), and Indiana Limestone Acquisition, LLC, a Delaware limited liability company ("Assignee"), as the assignee of Indiana Commercial Finance, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Assignor and Purchaser are parties that certain Asset Purchase Agreement dated as of February 19, 2014 (the "Purchase Agreement"), a copy of which has been filed with the U.S. Bankruptcy Court for the District of Delaware ("Bankruptcy Court"), Chapter 11 Case 14-10311 (Jointly Administered), *In Re: Victor Oolitic Stone Company d/b/a Indiana Limestone Co., et al., Debtors*, and the conveyance effected hereby is being made pursuant to that certain "Order (A) Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of all Liens, Interests, Claims and Encumbrances; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Granting Certain Related Relief" entered April 16, 2014 by the Bankruptcy Court (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the owner of certain trademarks and United States trademark registrations, each of which is set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor owns and has registered certain domain names, each of which is listed on Schedule B attached hereto (the "Domain Names"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, the Marks and the Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Marks and the Domain Names including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, any continuations, divisions, reissuances and re-examinations, all common law rights and any rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own sole and exclusive benefit, use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages and profits by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own sole and exclusive benefit, use and

enjoyment and for the benefit, use and enjoyment of its successors, assigns or other legal representatives.

All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Marks and the Domain Names and other rights assigned above are incorporated herein by reference.

This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

This Assignment and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Bankruptcy Code, and to the extent not inconsistent with the Bankruptcy Code, the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. If at any time after the delivery of this instrument any further action is necessary to carry out the purposes of this Assignment, Assignor will take such further actions (including the execution and delivery of such further instruments and documents) as Assignee may reasonably request.

**[SIGNATURE PAGE FOLLOWS]**

*Signature Page to Assignment of  
U.S. Trademark Registrations and Domain Names*

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.

ASSIGNOR:

VICTOR OOLITIC STONE COMPANY

By: 

Name: Duffe Elkins

Title: President

ASSIGNEE:

INDIANA LIMESTONE  
ACQUISITION, LLC

By: \_\_\_\_\_

Name: Erin Murphy

Title: Secretary

*Signature Page to Assignment of  
U.S. Trademark Registrations and Domain Names*

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.

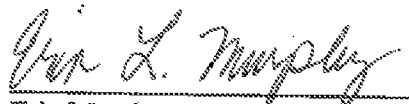
**ASSIGNOR:**

**VICTOR OOLITIC STONE COMPANY**

By: \_\_\_\_\_  
Name: Duffe Elkins  
Title: President

**ASSIGNEE:**

**INDIANA LIMESTONE  
ACQUISITION, LLC**

By:   
Name: Erin Murphy  
Title: Secretary

**SCHEDULE A**

**MARKS**

<b>Country of Registration or Application</b>	<b>Description</b>	<b>Serial No.</b>	<b>Registration/Application Date</b>
U.S.	“Vanderbilt”  For limestone products name, residential building veneers and stones for use in paving, patio and pool areas in class 19	3,171,013	11/14/06
U.S.	“Limestone Classic Series”  For limestone products name, residential building veneers and stones for use in paving, patio and pool areas in class 19	3,131,474	8/15/06
U.S.	“The Classic Complement to Brick”  For limestone products name, residential building veneers and stones for use in paving, patio and pool areas in class 19	3,132,889	8/22/06
U.S. (state of Indiana)	“Berkshire”  For limestone products name, residential building veneers and stones for use in paving, patio and pool areas	2006-0446	7/24/06
U.S. (state of Indiana)	“Rockford Estate Blend”  For limestone products name, residential building veneers and stones for use in paving, patio and pool areas	2006-0447	7/24/06

**SCHEDULE B**  
**DOMAIN NAMES**



Network Domains through Network Solutions

1. ilco.com
2. indianalimestonecompany.com
3. indianalimestoneco.com
4. indianalimestoneblog.com
5. limestoneclassics.com
6. stonetracker.net & related domains
7. volimestone.com