

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/21/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LWFP, LLC		02/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TRNLWS, LLC		
Street Address:	2525 N. Stemmons Freeway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75207		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2180917	DIAMOND PRO	
Registration Number:	1746263	DIAMOND PRO	
Registration Number:	2249915	PERMALEACH	
Registration Number:	2046467	PYROTHERM	
Registration Number:	2442986	TRUGRO	
Registration Number:	2527781	PAVE GRO	
Registration Number:	2497646	EAGLE'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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>			
Phone:	214.953.6926		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Stanley		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201-2980		
ATTORNEY DOCKET NUMBER:	091078.1888		

CH \$190.00 2180917

NAME OF SUBMITTER:	Elizabeth K. Stanley
SIGNATURE:	/Elizabeth K. Stanley/
DATE SIGNED:	02/17/2015
Total Attachments: 3 source=LWFP to TRNLWS Assignment (signed) 2.10.15#page1.tif source=LWFP to TRNLWS Assignment (signed) 2.10.15#page2.tif source=LWFP to TRNLWS Assignment (signed) 2.10.15#page3.tif	

NUNC PRO TUNC PATENT AND TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Patent and Trademark Assignment ("**Assignment**") shall be effective as of this the 21st day of March, 2013.

WHEREAS, LWFP, LLC, a company organized and existing under the laws of Delaware, having a place of business at 2525 N. Stemmons Freeway, Dallas, TX 75207 (hereinafter "**Assignor**"), is the owner of all rights, title and interest in and to the trademarks and patents identified in "**Schedule A**" attached hereto, the inventions, patents, patent applications, trademark applications and trademark registrations therefor, including those identified in Schedule A, together with the goodwill of the business symbolized by the trademarks (collectively, the "**Intellectual Property**");

WHEREAS, TRNLWS, LLC, a company organized and existing under the laws of Delaware, having a place of business at 2525 N. Stemmons Freeway, Dallas, TX 75207 (hereinafter "**Assignee**"), is desirous of acquiring all of Assignor's rights, title, and interest in and to said Intellectual Property, including, but not limited to, the inventions, patents, patent applications, trademark applications and trademark registrations therefor, including those identified in Schedule A, together with the goodwill of the business symbolized by the trademarks;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and accepted, Assignor does hereby irrevocably assign, transfer, grant, set over, and convey unto Assignee, its successors and assigns, *nunc pro tunc*, as of March 21, 2013, without reservation of any rights, title or interest, Assignor's entire worldwide and universal rights, title and interest in and to the Intellectual Property, including, but not limited to, the inventions, the patent applications, the issued patents, and all provisionals, divisions, reissues, continuations, continuations-in-part and extensions thereof, and the trademark applications, and registrations for the trademarks, including those identified in Schedule A attached hereto, together with the goodwill of the business symbolized by the trademarks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Intellectual Property owned by Assignor, and Assignor's right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, misappropriation, likelihood of confusion or dilution of the Intellectual Property or any other claim or cause of action related to the Intellectual Property prior to and following the effective date of this Assignment throughout the world. For the sake of clarity, Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past, present and future infringement, unfair competition, misappropriation, likelihood of confusion and/or dilution of the Intellectual Property, if any, for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, representatives of the parties, having full power and authority to do so, have executed this Assignment effective as of the date first written above.

[Signature Page Follows]

LWFP, LLC (Assignor)

Dated: 2-10, 2015

By: 

Name : J. Theis Rice

Title : V.P.

TRNLWS, LLC (Assignee)

Dated: 2-6, 2015

By: 

Name : Carl Campbell

Title : President

SCHEDULE A

Trademarks:

COUNTRY	TRADEMARK	U.S. REG. NO.	REG. DATE
U.S.	DIAMOND PRO	2180917	August 11, 1998
U.S.	DIAMOND PRO	1746263	January 12, 1993
U.S.	PERMALEACH	2249915	June 1, 1999
U.S.	PYROTHERM	2046467	March 18, 1997
U.S.	TRUGRO	2442986	April 10, 2001
U.S.	PAVE GRO	2527781	January 8, 2002
U.S.	EAGLE'S CHOICE	2497646	October 16, 2001
U.S.	INTRACURE	n/a	n/a

Patents:

COUNTRY	PATENT NO.	ISSUE DATE	TITLE OF PATENT
U.S.	5,759,253	June 2, 1998	Lightweight aggregate and process for its production
U.S.	5,667,718	September 16, 1997	Lightweight dust suppressing aggregate for antiskidding applications