

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342184

<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>
Texas Industries, Inc.		05/05/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRNLWS, LLC		
<b>Street Address:</b>	2525 N. Stemmons Freeway		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75207		
<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>	2079762		
<b>Registration Number:</b>	2155106		
<b>Registration Number:</b>	2184317		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214.953.6926		
<b>Email:</b>	daltmdept@bakerbotts.com		
<b>Correspondent Name:</b>	Elizabeth K. Stanley, Baker Botts L.L.P.		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-2980		
<b>ATTORNEY DOCKET NUMBER:</b>	091078.1888		
<b>NAME OF SUBMITTER:</b>	Elizabeth K. Stanley		
<b>SIGNATURE:</b>	/Elizabeth K. Stanley/		
<b>DATE SIGNED:</b>	05/21/2015		
<b>Total Attachments: 3</b>			
source=Trademark Assignment - Texas Industries, Inc. to TRNLWS, LLC#page1.tif			
source=Trademark Assignment - Texas Industries, Inc. to TRNLWS, LLC#page2.tif			

CH \$90.00 2079762



## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of March 22, 2013, is made by TEXAS INDUSTRIES, INC., a Delaware corporation ("Assignor"), in favor of TRNLWS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified in the attached "Exhibit A", the United States trademark applications and registrations therefor, including those identified in Schedule A, together with the goodwill of the business symbolized by the trademarks (collectively, the "Marks");

WHEREAS, pursuant to that certain Amended and Restated Aggregates Asset Purchase and Sale Agreement, effective December 4, 2012, executed by and between TXI Operations, LP and Assignee and certain of their affiliates (the "Purchase Agreement"), Assignor agreed to sell, assign and convey, and Assignee agreed to purchase, among other things, the Marks;

WHEREAS, in accordance with the Purchase Agreement, Assignee is desirous of acquiring all of Assignor's rights, title, and interest in and to said Marks, including, but not limited to, the trademark applications and registrations therefor, including those identified in the attached Exhibit A, together with the goodwill of the business symbolized by the Marks;

WHEREAS, Assignor desires to and hereby does expunge, withdraw, abrogate, annul and otherwise cancel the Trademark and Patent Assignment dated October 8, 2014, by execution and delivery of this Assignment to Assignee, to evidence the sale, assignment, and conveyance of the Marks to Assignee in accordance with the Purchase Agreement;

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, without reservation of any rights, title or interest, Assignor's entire worldwide and universal rights, title and interest in and to the Marks, including, but not limited to, the trademark applications and registrations therefor, including those identified in Exhibit A attached hereto, together with the goodwill of the business symbolized by the Marks, 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 Marks 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 Marks or any other claim or cause of action related to the Marks 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 Marks, 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, this Assignment has been duly executed by Assignor effective as of the date first written above.

Texas Industries, Inc. (Assignor)

Dated: May 5, 2015

By: Roselyn Bar  
Name :  
Title : Vice President and Secretary

THE STATE OF N.C.

§

COUNTY OF Wake

§




§

This instrument was acknowledged before me on this the 5 day of May, 2015, by Roselyn Bar, as Vice President and Secretary, for and on behalf of said corporation.

Nanci B. Little  
Notary Public, State of NC

My commission expires  
July 1, 2015.

**EXHIBIT A**

JURISDICTION	MARK	U.S. REG. NO.	REG. DATE
United States		2079762	July 15, 1997
United States		2184317	August 25, 1998
United States		2155106	May 5, 1998

Active 17694038.2