

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oldcastle, Inc.		07/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CRH Group Services Limited		
Street Address:	42 Fitzwilliam Square		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4240875	CRH	
CORRESPONDENCE DATA			
Fax Number:	7703925305		
<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:	770-392-5319		
Email:	Todd.Ramstrom@oldcastlelaw.com		
Correspondent Name:	David Lewis		
Address Line 1:	900 Ashwood Parkway		
Address Line 2:	c/o Oldcastle Law Group		
Address Line 4:	Roswell, GEORGIA 30338-6999		
DOMESTIC REPRESENTATIVE			
Name:	David Lewis		
Address Line 1:	900 Ashwood Parkway		
Address Line 2:	c/o Oldcastle Law Group		
Address Line 4:	Roswell, GEORGIA 30338-6999		
NAME OF SUBMITTER:	David Lewis, Counsel		
SIGNATURE:	/David Lewis/		
DATE SIGNED:	08/24/2015		
Total Attachments: 6			

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DATED JULY 20, 2015

OLDCASTLE, INC.

and

CRH GROUP SERVICES LIMITED

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AGREEMENT

THIS Assignment and Assumption of Trademarks Agreement (the "Agreement") is dated July 20, 2015 (the "Effective Date")

BETWEEN

- (1) **OLDCASTLE, INC.**, incorporated under the laws of the State of Delaware whose office address is 900 Astwood Parkway, Atlanta, GA 30338 (the "Assignor"); and
- (2) **CRH GROUP SERVICES LIMITED** incorporated and registered in Dublin with company number 26948 whose registered office is at 42 Fitzwilliam Square, Dublin 2, Ireland (the "Assignee").

BACKGROUND

- (A) The Assignor owns the Intellectual Property rights in the Trademarks.
- (B) The Assignor has agreed to assign to the Assignee and Assignee has agreed to assume, with effect from the Effective Date, all rights, title and interest in the Trade Marks on the terms set out in this Agreement.

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

"Assigned Rights" means all the Intellectual Property Rights owned by the Assignor in the Trade Marks as of the date hereof;

"Business Day" means a day other than a Saturday, Sunday, bank or public holiday in Ireland;

"Intellectual Property" means copyright and related rights (including copyright in any computer program), trademarks and service marks, trade name, trade dress, brand, brand name, domain names, rights in get-up, logos, devices, goodwill, rights in design (registered and unregistered) and all other intellectual property or any other right in the nature of any of the foregoing (including all associated goodwill) or forms of protection of a similar nature or having similar effect in any part of the world and rights in and in relation to them, whether registered, unregistered or unregistrable, and including all applications and the right to apply for, or any renewals or extensions thereof and rights to claim priority from, any of the foregoing rights and all other intellectual property rights and "Intellectual Property Rights" shall be construed accordingly, and

"Trademarks" means the trade marks set out in Schedule A attached hereto.

1.2 Clause and schedule headings shall not affect the interpretation of this Agreement.

1.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.5 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time.

1.6 Writing or written includes faxes but not e-mail.

1.7 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Assignment

2.1 In consideration of the payment of the sum of Ten and 00/100 Dollars (\$10.00) from the Assignee to the Assignor (receipt and sufficiency of which is hereby acknowledged), the Assignor hereby assigns, transfers and conveys to the Assignee, with effect from the Effective Date, all its right, title and interest in and to the Assigned Rights, together with all statutory and common law rights and goodwill therein, wherever in the world, together with all the rights of action, powers and benefits accruing or arising from the Assigned Rights, including the right to bring, make, oppose, defend, appeal (and/or to obtain relief in respect of) any proceedings, claims or actions for infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on or after the Effective Date and other remedies in respect of any past or future infringements or violations of such rights (including the right to retain any damages recovered).

3. Warranties

3.1 The Assignor warrants to the Assignee that each of the Trade Marks is owned both legally and beneficially by the Seller free from encumbrances.

3.2 EXCEPT AS SET OUT IN THIS DEED, THE ASSIGNED RIGHTS ARE ASSIGNED "AS IS" AND ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

4. Further Assurance

The Assignor shall perform all further acts and things, and execute and deliver all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. Entire Agreement

6.1 This Agreement constitutes the whole agreement between the parties and supersedes and replaces all previous agreements between the parties relating to its subject matter.

6.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, promise, representation, assurance or warranty (whether made negligently or innocently) either

than as expressly set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. Variation

No variation of this Agreement shall be effective unless it is in writing and executed by the parties.

8. Severance

8.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

8.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement but all the counterparts shall together constitute the same Agreement.

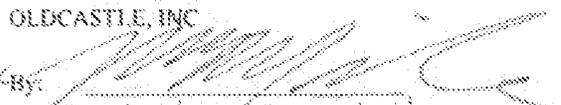
10. Governing law and Jurisdiction

10.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of of the State of Georgia.

IN WITNESS whereof the Assignor and the Assignee have caused this Assignment and Assumption of Trade Marks Agreement to be executed and delivered on its behalf the day and year first before written.

ASSIGNOR:

OLDCASTLE, INC

By: 

Name: William T. Miller

Title: Vice President and General Counsel

ASSIGNEE:

CRH GROUP SERVICES LIMITED

By: 

Name: Mark Carter

Title: Finance Director

