

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377217

<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>
Forterra Brick America, Inc.		03/03/2016	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forterra Brick, LLC		
<b>Street Address:</b>	300 E. John Carpenter Freeway, Suite 800		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75062		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1383394	US BRICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie S. Kann, Senior Paralegal		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	42473-00010		
<b>NAME OF SUBMITTER:</b>	Stephanie S. Kann		
<b>SIGNATURE:</b>	/stephanie s. kann/		
<b>DATE SIGNED:</b>	03/20/2016		
<b>Total Attachments: 7</b>			
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source=Highlander - Intellectual Property Assignment - Executed Version with signature pages#page7.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of March 3, 2016 (the "Effective Date"), by and between Forterra Brick America, Inc., a corporation formed under the laws of the State of Michigan ("Assignor") and Forterra Brick, LLC, a limited liability company formed under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor desires to transfer to Assignee all of the right, title and interest of Assignor in and to the trademark registrations (together with all goodwill associated therewith and symbolized thereby in each case) and copyright registrations set forth on Attachment A attached hereto (the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP. Assignor, on behalf of itself and its affiliates, does hereby transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's worldwide right, title and interest in and to the Assigned IP, together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, the Register of Copyrights and any applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Assigned IP. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars.

3. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

4. Entire Agreement. This Assignment reflects the entire understanding of the parties hereto relating to the transfer, conveyance, assignment and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law and Venue. This Assignment shall be interpreted, construed, governed and enforced in all respects in accordance with the laws of the State of Delaware of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in the Court of Chancery of the State of Delaware. The parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto. A signature sent by facsimile transmission or e-mail shall be as binding as delivery of a manually executed copy of this Assignment.

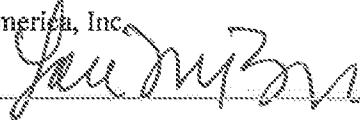
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Forterra Brick America, Inc.

By:



.....

Name: Lori Browne

Title: Vice President, Secretary & General Counsel

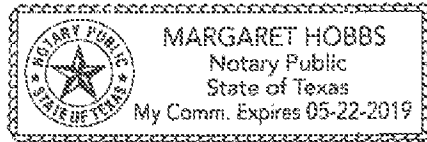
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF TEXAS

SS:

COUNTY OF DALLAS

On this 3rd day of MARCH 2014 before me, the undersigned, personally appeared LORI M. BRODNE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



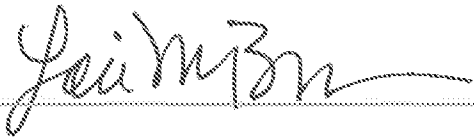
222638-0

Margaret Hobbs  
Notary Signature and Seal

ASSIGNEE:

Forterra Brick, LLC

By:



A handwritten signature in cursive script, appearing to read 'Lori Browne', is written over a horizontal dotted line.

Name: Lori Browne

Title: Vice President, Secretary & General Counsel

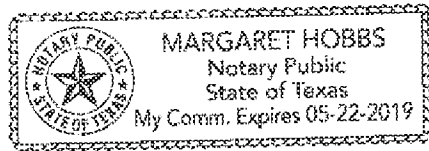
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF TEXAS

ss:

COUNTY OF DALLAS

On this 3<sup>RD</sup> day of MARCH 2016 before me, the undersigned, personally appeared LORI M. BRODNE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



222638-0

Margaret Hobbs  
Notary Signature and Seal



Attachment A

Trademark Registrations

Jurisdiction	Mark	Reg. No.
USA	VERSATHIN	4074134
USA	US BRICK	1383394

Copyright Registrations

Jurisdiction	Title	Reg. No.
USA	US Brick Systems	TX0002123509
USA	Translot	TX0002123510
Canada	US BRICK SYSTEMS	362932