

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawkeye Concrete Products Co.		09/16/2016	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	HawkeyePedershaab Concrete Technologies, Inc.		
Street Address:	120 South Central Avenue		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0322831		
Registration Number:	0322858		
Registration Number:	0322860		
Registration Number:	0322862		
CORRESPONDENCE DATA			
Fax Number:	3193658443		
<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:	319-365-9461		
Email:	uspto@shuttleworthlaw.com		
Correspondent Name:	Shuttleworth & Ingersoll, PLC		
Address Line 1:	115 Third Street SE, Suite 500		
Address Line 2:	P.O. Box 2107		
Address Line 4:	Cedar Rapids, IOWA 52406		
ATTORNEY DOCKET NUMBER:	26217-1		
NAME OF SUBMITTER:	Jason R. Sytsma		
SIGNATURE:	/Jason R. Sytsma/		
DATE SIGNED:	10/24/2016		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into this 16th day of September, 2016, by and among HawkeyePedershaab, Inc., a Delaware corporation (the "DE Seller"), Hawkeye Concrete Products Co., an Iowa corporation (the "IA Seller" and together with the DE Seller, the "Sellers"), and HawkeyePedershaab Concrete Technologies, Inc., a Missouri corporation ("Buyer").

WHEREAS, Buyer and Sellers are parties to that certain Sale and Purchase Agreement, dated as of August 31, 2016, pursuant to which Buyer has agreed to purchase certain assets and assume certain liabilities of the Sellers. Capitalized terms used in this Assignment without definition have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, the Sellers have agreed to assign to Buyer, and Buyer has agreed to assume, certain Intellectual Property Rights.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Intellectual Property Rights. The Sellers hereby sell, convey, assign, transfer and deliver to Buyer, and its successors and assigns forever, all of the Sellers' right, title, and interest, if any, in the Intellectual Property Rights, including any right, title and interest in, to or under any trade names, trade secrets, copyrights, licenses (to the extent assignable), information, proprietary rights, or processes included among the Intellectual Property Rights, including, without limitation, those Intellectual Property Rights set forth on Exhibit A attached hereto, rights under and remedies against infringement of any of the foregoing, all income, royalties, and damages hereafter due or payable to the Sellers with respect to any of the foregoing, all rights to sue for past, present, and future infringement or misappropriations of the foregoing, and rights to protection of interests in any of the foregoing, the same to be held and enjoyed by Buyer for its own use and for the use of its successors and assigns.

2. Execution. Each Seller further covenants that it will, upon the reasonable request of Buyer and at Buyer's expense, execute all documents, papers, forms and authorizations, and take all other action that may be reasonably required for completing in Buyer full right, title, and interest to the Intellectual Property Rights.

3. Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement, and reference to the Purchase Agreement is hereby made for a complete description of the terms on which the Intellectual Property Rights are being transferred. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment is made on the terms and subject to the conditions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

4. Miscellaneous. The provisions of this Assignment shall inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns in accordance with the terms hereof. This Assignment may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Assignment may be executed and delivered by facsimile or other form of image transmission. This Assignment shall be governed by and construed and


interpreted according to the internal laws of the State of Delaware, determined without reference to conflicts of law principles.

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IN WITNESS WHEREOF, Buyer and the Sellers have caused this Assignment to be executed by their duly authorized representatives as of the day and year first above written.

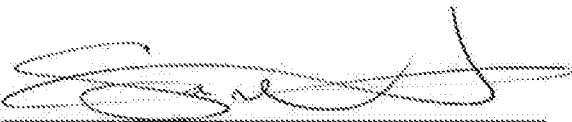
DE SELLER:

HAWKEYEPEDERSHAAB, INC.

By: 
Name: Seth H. Hollander
Title: Vice President

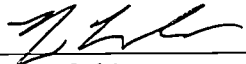
IA SELLER:

HAWKEYE CONCRETE PRODUCTS CO.

By: 
Name: Seth H. Hollander
Title: Vice President

BUYER:

**HAWKEYEPEDERSHAAB CONCRETE
TECHNOLOGIES, INC.**

By: 
Name: Ryan L. Gable
Title: Chairman of the Board