

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tomahawk, Inc.		11/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Argos USA LLC		
Street Address:	3015 Winward Plaza		
Internal Address:	Suite 300		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0748639	BRICK-LOK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125584229		
Email:	demarcor@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	20286/00013		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	11/30/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), is made as of November 30, 2016 by and between Tomahawk, Inc., a Delaware corporation (“**Assignor**”) and Argos USA LLC, a Delaware limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is a wholly-owned subsidiary of Essroc Cement Corp., a Pennsylvania corporation (“**Essroc**”);

WHEREAS, by Asset Purchase Agreement (“**Purchase Agreement**”), dated as of August 17, 2016, among Essroc, Lehigh Hanson, Inc., a Delaware corporation (“**Lehigh**”) and, together with Essroc, the “**Asset Sellers**”), Assignee and, solely for the purposes of Section 5.14 and Article X thereto, Cementos Argos S.A., a Colombian sociedad anónima, the Asset Sellers agreed to sell to Assignee certain assets as more particularly described in the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides, inter alia, that Essroc shall cause to be conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and Assignor therefore has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office;

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

1. Trademark Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademark**”):

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(e) the goodwill of the business connected with the use of, and symbolized by, the trademark registration set forth on Schedule 1 hereto.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the Purchase Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be wholly performed within such State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

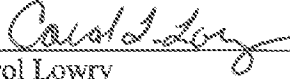
4. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

EXECUTED as of the date first written above.

ASSIGNOR:

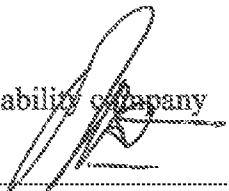
TOMAHAWK, INC.
a Delaware corporation

By: 
Name: Carol Lowry
Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

ASSIGNEE:

ARGOS USA LLC,
a Delaware limited liability company

By: 
Name: Eric Flesch
Title: President

Schedule 1

Jurisdiction: Federal

Mark: BRICK-LOK

Status: Live

Registration Number: 0748639

Registration Date: April 30, 1963

Schedule 1