

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421545

<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>
Shamrock Materials, Inc.		03/20/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CalMat Co.		
<b>Street Address:</b>	1200 Urban Center Drive		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35242		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2066202	E-Z CRETE	
<b>Registration Number:</b>	1790413	WINTER CRETE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2054886267		
<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>	205-521-8267		
<b>Email:</b>	devans@bradley.com		
<b>Correspondent Name:</b>	Donita Evans		
<b>Address Line 1:</b>	1819 Fifth Avenue North		
<b>Address Line 2:</b>	Bradley		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>ATTORNEY DOCKET NUMBER:</b>	0V9899-301158		
<b>NAME OF SUBMITTER:</b>	Donita Evans		
<b>SIGNATURE:</b>	/donita evans/		
<b>DATE SIGNED:</b>	03/29/2017		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 20, 2017 is made and entered into by Shamrock Materials, Inc. (the "Seller"), 181 Lynch Creek Way, Suite 200, Petaluma, CA 94954 in favor of CalMat Co., 1200 Urban Center Drive, Birmingham, Alabama 35242 (the "Purchaser").

### RECITALS:

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Sellers, on one hand, Purchasers, on the other hand, and solely for purposes of Section 9.15 of the Purchase Agreement, Eugene Ceccotti, pursuant to which Sellers agreed to sell, convey, grant, transfer, assign, set over and deliver to Purchasers the Purchased Assets (as defined in the Purchase Agreement) in accordance with, upon and subject to the terms and conditions of the Purchase Agreement. Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement.

B. Seller have agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. On the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Effective Time, Seller hereby irrevocably sell, convey, grant, transfer, assign, set over and deliver to Purchaser, and Purchaser hereby accept, all of Sellers' right, title, and interest in, to and under the trademarks listed in Exhibit A of this Agreement (the "Assigned Trademarks"), together with the goodwill of the Business connected with the use of the Assigned Trademarks including:

(a) the Assigned Trademarks and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Seller 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; and

(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.

2. Recordation and Further Actions. Seller hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchasers' reasonable request, and at Purchasers' sole cost and expense, Seller shall take such commercially reasonable steps and actions, and provide such cooperation and assistance to Purchaser and their 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 Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Trademark Assignment is being made and delivered pursuant and subject to the terms of the Purchase Agreement. In no event will this Trademark Assignment expand, limit or otherwise modify, amend, or change in any way the rights and obligations of Seller and Purchaser under the Purchase Agreement. In the event of a conflict between the provisions of this Trademark Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. All notices and other communications hereunder shall be delivered as set forth in the Purchase Agreement.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Trademark Assignment delivered by telecopy, electronic transmission or other similar means shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

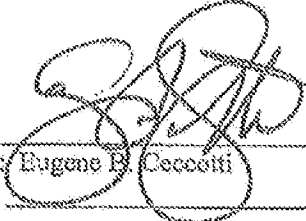
5. Successors and Assigns. This Trademark Assignment shall be binding upon Seller and their respective successors and assigns, and shall inure to the benefit of Purchaser and their respective permitted successors and assigns (and to or for the benefit of no other person, whether an employee or otherwise, whatsoever), and any reference to a party in this Trademark Assignment shall also be in reference to such successor or assign. The foregoing notwithstanding, Seller may not assign either this Trademark Assignment or any of their rights, interests, or obligations hereunder without the prior written approval of Purchaser. Any Purchaser may assign either this Trademark Assignment or any of its rights, interests, or obligations hereunder to one or more of such Purchaser's Affiliates without such consent of Seller.

6. Governing Law. This Trademark Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California, without regard to its laws governing conflicts of law.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

**SELLER:**

By:   
Name: Eugene B. Coccoliti  
Title: \_\_\_\_\_

*Signature Page to Trademark Assignment Agreement*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )SS  
COUNTY OF San Francisco )

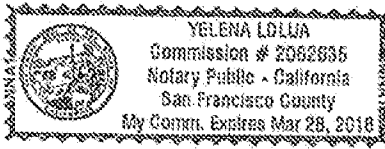
On March 15, 2017, before  
me, Yelena Lolua, Notary Public, personally  
appeared Eugene B. Cecotti

\_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yelena Lolua



*This area for official notarial seal*

*Signature Page to Trademark Assignment Agreement*

AGREED TO AND ACCEPTED:

PURCHASER:

CALMAT CO.

By: [Signature]  
Name: Mark F. Reardon  
Title: Vice President and Assistant Secretary

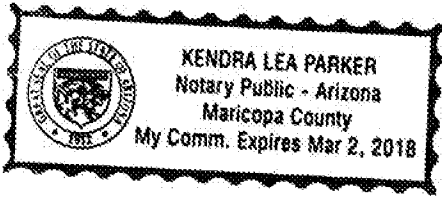
STATE OF Arizona )  
 )  
COUNTY OF Maricopa )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Mark Reardon, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this the 17 day of March, 2017.

(SEAL)  
NOTARY PUBLIC  
My Commission Expires: Mar 2, 2018

[Signature]  
Kendra Lea Parker  
(Print Name)



*Signature Page to Trademark Assignment Agreement*


**EXHIBIT "A"**

**ASSIGNED TRADEMARK REGISTRATIONS**

08/23/99 175.3



Trademark	Country	Class and Goods/Services	App Date	App No.	Reg Date	Reg No.	Status
E-Z CRETE	California	12	3-Jun-1992	NA			Abandoned
E-Z CRETE	United States	19 Concrete.	3-Jun-1992	7428 1562			Abandoned
GEN X CRETE	United States	01 Concrete additives; 19 Concrete.	9-Sep-2002	7816 2200			Abandoned
N-CURE	United States	01 Concrete additives	15-Jul-2002	7814 4029			Abandoned
SHAMROCK WINTER MORTAR MIXER	United States	01 Additives (mortar).	25-May-1993	7439 4922			Abandoned
WINTER CRETE	California		3-Jun-1992	NA			Abandoned
SHAMROCK WINTER MORTAR MIXER	California	06 Additive for mortar.	24-May-1993		19-Jul-1993	9784 1	Lapsed
WINE COUNTRY	United States	01 Potting soil; soil conditioners for agricultural, domestic and horticultural use; compost; mushroom compost; organic compost; soil substitutes; soil additives; soil enhancers and soil amendments for agricultural, domestic and horticultural use; earth, dirt, ground, loam and peat enhancers and conditioners for agricultural, domestic and horticultural use; soil additives to aid in plant growth; loam; 22 Sawdust; nitrogen sawdust; 31 Top soil; raw bark; wood chips for ground cover; landscape materials, namely, bark, wood chips, top soil, shredded bark, and bark chips; mulch; natural ground covers, namely, natural wood fiber used as a playground surface, bark, shredded bark; erosion-control mulch.	31-May-2001	7626 5972	3-Feb-2004	2811 155	Lapsed

Trademark	Country	Class and Goods/Services	App Date	App No.	Reg Date	Reg No.	Status
WINE COUNTRY SOILS TOPSOIL SUPREME (and 	United States	01 Potting soil; soil conditioners for agricultural, domestic and horticultural use; compost; organic compost; soil substitutes; soil additives; soil enhancers and soil amendments for agricultural, domestic and horticultural use; loam and peat enhancers and conditioners for agricultural, domestic and horticultural use; soil additives to aid in plant growth; humus; loam; 31 Top soil; landscape materials, namely, top soil; erosion-control mulch.	20-Jun-2001	76274997	20-Jan-2004	2807042	Lapsed
WINTER MORTAR MIXER	California	06 Additive for mortar.	24-May-1993		19-Jul-1993	97842	Lapsed
WINTER MORTAR MIXER	United States	01 Additives (mortar).	25-May-1993	74394921	19-Sep-1995	1921240	Lapsed
WINTER MORTAR MIXER	United States	01 Mortar additives.	25-Jun-2001	76276280	12-Nov-2002	2648762	Lapsed
E-Z CRETE	United States	19 Concrete.	19-May-1995	74677065	3-Jun-1997	2066202	Registered
WINTER CRETE	United States	19 Concrete.	3-Jun-1992	74281953	31-Aug-1993	1790413	Registered