

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Materials Corporation		05/12/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	TRN LW KY, LLC		
Street Address:	2525 N. Stemmons Freeway		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75207		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3583844	SM SOUTHERN MATERIALS	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	214.953.6500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Rucki, Baker Botts, L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75201-2980		
ATTORNEY DOCKET NUMBER:	091078.1888 (SOUTHERN MAT		
NAME OF SUBMITTER:	Elizabeth K. Rucki		
SIGNATURE:	/Elizabeth K. Rucki/		
DATE SIGNED:	06/27/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("IP Assignment"), dated as of the last of the dates of execution hereof, is made by and between **SOUTHERN MATERIALS CORPORATION**, a Virginia corporation ("Seller") and **TRN LW KY, LLC**, a Delaware limited liability company ("Purchaser"), for the purchase of certain assets of Seller in connection with that certain **ASSET PURCHASE AND SALE AGREEMENT** to which the Purchaser and Seller are parties, dated as of last of the dates of execution thereof (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, the Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and any other corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following the Intellectual Property (for the avoidance of doubt, as that term is defined in the Purchase Agreement):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 authorizes 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 IP Assignment upon

request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Intellectual Property to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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


6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas (without regard to the principles of conflicts of law) applicable to a Contract executed and to be performed in such state.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this IP Assignment effective as of the date set forth below their signatures.

PURCHASER:

TRN LW KY, LLC
a Delaware limited liability company

By: 
Name: John Lee
Title: Vice President

Date: _____

SELLER:

SOUTHERN MATERIALS CORPORATION
a Virginia corporation

By: _____
Name: _____
Title: _____

Date: _____

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this IP Assignment effective as of the date set forth below their signatures.

PURCHASER:

TRN LW KY, LLC
a Delaware limited liability company

By: _____

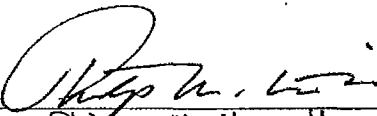
Name: John Lee

Title: Vice President

Date: _____

SELLER:

SOUTHERN MATERIALS CORPORATION
a Virginia corporation

By:  _____

Name: Philip M. Nesmith

Title: President

Date: 5/2/17

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

SM Southern Material trademark (U.S. Registration Number 3583844)