

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kosmos Cement Company		03/06/2020	Partnership: KENTUCKY
RECEIVING PARTY DATA			
Name:	Eagle Materials IP LLC		
Street Address:	5960 Berkshire Lane, Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0683508	KOSMOS	
Registration Number:	0677562	KOSMORTAR	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	2146515066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	32314.145_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	07/10/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated and effective as of March 6, 2020 (the “**Effective Date**”), is entered into by and between Kosmos Cement Company, a Kentucky general partnership (“**Assignor**”) and Eagle Materials IP LLC, a Delaware limited liability company (“**Assignee**”). Each of Assignor and Assignee are sometimes individually referred to herein as a “**Party**” and are sometimes collectively referred to herein as the “**Parties**”.

WHEREAS, Assignor and Eagle Materials Inc., a Delaware corporation (an Affiliate of Assignee) (“**Eagle**”), entered into an Asset Purchase Agreement, dated as of November 25, 2019, as amended (the “**Asset Purchase Agreement**”), pursuant to which, on the terms and subject to the conditions set forth therein, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Eagle, and Eagle has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under the Purchased Assets, and Eagle has agreed to assume, pay, perform and discharge when due the Assumed Liabilities;

WHEREAS, on the date even herewith, pursuant to Section 10.07 of the Asset Purchase Agreement, Eagle has agreed to assign to Assignee, and Assignee has agreed to accept, all of Eagle’s rights, interests and obligations under the Asset Purchase Agreement to acquire the Transferred Trademark Rights (as defined below), upon the terms and subject to the conditions set forth in the Asset Purchase Agreement and hereinafter set forth;

WHEREAS, Assignor is the owner of the applicable trademarks listed in Annex 1 (the “**Transferred Trademark Rights**”), including, but not limited to, the right to recover damages for past, present or future infringement of the Transferred Trademark Rights; and

WHEREAS, this Trademark Assignment is being executed to effect (a) the sale, assignment, transfer, conveyance and delivery from Assignor to Assignee of all of Assignor’s right, title and interest in and to the Transferred Trademark Rights and (b) the assumption by Assignee of all obligations and liabilities arising out of or relating to the Transferred Trademark Rights.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Asset Purchase Agreement and hereinafter set forth, Assignor and Assignee hereby agree as follows:

1. All capitalized terms used herein shall have the meaning assigned to them in the Asset Purchase Agreement unless otherwise defined herein.
2. Assignor does hereby irrevocably sell, convey, assign and transfer unto Assignee, all of Assignor’s right, title and interest in, to and under the Transferred Trademark Rights, including without limitation the goodwill associated with the Transferred Trademark Rights, all applications and registrations thereof, all common law and statutory rights therein, the right to sue for and recover damages for any past, present or future infringement of the Transferred Trademark Rights, to have and to

hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this Trademark Assignment and transfer not been made.

3. Assignor and Assignee shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to this Trademark Assignment.
4. The execution and delivery of this Trademark Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of Assignor or Assignee in or under the Asset Purchase Agreement or any remedy provided for therein and such execution and delivery shall not be deemed a modification of any provision of the Asset Purchase Agreement in any respect.
5. This Trademark Assignment is subject to the terms and conditions set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
6. This Trademark Assignment shall be governed in all respects, including validity, interpretation and effect, in the manner set forth in Section 10.10 of the Asset Purchase Agreement.
7. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by 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 Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

N WITNESS WHEREOF, each Party has caused this Trademark Assignment to be duly executed on its behalf as of the date first written above.

ASSIGNOR:

KOSMOS CEMENT COMPANY

By: CEMEX, Inc., a general partner

By: _____
Name: *John Wetteman*
Title: *Assistant Secretary*

EAGLE MATERIALS IP LLC,
a Delaware limited liability company.

By: 
Name: D. Craig Kesler
Title: Senior Vice President and
Treasurer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006996 FRAME: 0430

**ANNEX 1
TO TRADEMARK ASSIGNMENT**

Transferred Trademark Rights

U.S. Federal Trademarks

Mark	Serial Number	Registration Number	Registration Date
KOSMORTAR	72051998	0677562	April 28, 1959
KOSMOS	72051999	0683508	August 18, 1959