

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM856929

<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>
CARTER-WATERS LLC		11/07/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Superior Bowen Asphalt Company, LLC		
<b>Street Address:</b>	11030 Hickman Mills Drive		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64134		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71487241	SATUROCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8167531000		
<b>Email:</b>	uspt@polsinelli.com, jwillard@polsinelli.com		
<b>Correspondent Name:</b>	Joy Willard		
<b>Address Line 1:</b>	PO Box 140310		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64114-0310		
<b>ATTORNEY DOCKET NUMBER:</b>	088394-654819		
<b>NAME OF SUBMITTER:</b>	Joy Willard, Paralegal		
<b>SIGNATURE:</b>	/Joy Willard/		
<b>DATE SIGNED:</b>	11/29/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on November 7, 2023, to be effective as of the Effective Time, by and between Carter-Waters LLC, a Delaware limited liability company (the "Assignor"), and Superior Bowen Asphalt Company, LLC, a Missouri limited liability company (the "Assignee"). Each of Assignor and Assignee may be referred to in this Assignment individually as a "Party" and, collectively, as the "Parties".

**RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 3, 2023 (the "Purchase Agreement"). Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement;

WHEREAS, the Assignor is the owner of the Trademarks set forth on Schedule A hereto, together with the goodwill of the Cold Mix Business associated therewith (collectively referred to as the "Transferred Marks");

WHEREAS, in connection with the Purchase Agreement, Assignor hereby agrees to transfer substantially all of the assets of the Cold Mix Business to which the Transferred Marks relate, and such Cold Mix Business is ongoing; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Transferred Marks to the Assignee and the Assignee desires to acquire such Transferred Marks.

NOW, THEREFORE, for the good and valuable consideration set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment. As of 12:01 a.m. on the Closing Date (the "Effective Time"), the Assignor does hereby assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns forever and exclusively throughout the world, all of the Assignor's right, title and interest in and to the Transferred Marks, together with the goodwill of the Cold Mix Business symbolized thereby, and together with a right to sue for and collect on all claims for damages by reason of past, present or future infringement of the Transferred Marks, including trademark rights (including registered and unregistered common law trademarks to the extent solely used or held for use solely in the Cold Mix Business), intangible or similar rights of any sort and all business, contract rights, causes of action and goodwill associated with the Transferred Marks, incorporated or embodied in, used to develop, or related to any of the foregoing together with that portion of Cold Mix Business to which the Transferred Marks pertain, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been entered into.

2. Reference to the Purchase Agreement. The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing contained in this Assignment shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions or other provisions contained in the Purchase Agreement.

3. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment. Assignor 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 jurisdiction to record and register this Assignment upon request by Assignee.

4. Governing Law. This Assignment will be governed by, and construed in accordance with, the substantive laws of the State of Missouri, without reference or regard to the conflicts of law rules thereof.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Assignment, and any amendments thereto, to the extent signed and delivered by means of facsimile transmission or as an attachment to an electronic mail message in "PDF" or similar format, will be treated in all manner and respects as an original agreement or instrument and will have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. Amendment; Waiver. Any term of this Assignment may be waived at any time by the Party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such Party. No failure on the part of any Party to exercise, and no delay in exercising any right, power, or remedy created hereunder, will operate as a waiver thereof, nor will any single or partial exercise of any right, power or remedy by either Party preclude any other or further exercise thereof or exercise of any right, power or remedy.


7. Binding Agreement. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that, neither this Assignment nor any right created hereby is assignable by any Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the Effective Time.

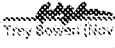
ASSIGNOR:

Carter-Waters LLC

By:  \_\_\_\_\_  
John A. Stegeman, CEO

ASSIGNEE:

Superior Bowen Asphalt Company, LLC

By:   
Trey Bowen (Nov 2, 2023 16:54 CDT)  
Mathew ("Trey") Bowen, III  
CEO

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*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 008272 FRAME: 0321**

Schedule A

Transferred Marks

Mark	Serial Number	Registration Number
Saturock	71487241	042604