

40/481 25/400



11-19-1998

RECO:



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To the Honorable Assistant Commissioner for Trademarks,
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) 2. Name and Address of receiving party(ies)

TARMAC America, Inc.

Carmense Pennsylvania, Inc
P.O. Box 160
Annville, PA 17003

3. Nature of conveyance: Blanket Assignment and Assuption
Execution date: December 31, 1996

4. Trademark Application Number(s)

Trademark Application No.	Filing Date	Mark
S/N 75/118,788	5/17/96	ENVIRO-LIME
S/N 75/118,796	5/17/96	INDUSTRIAL HYDRATE

5. Name and Address of party to whom
correspondence concerning document
should be mailed

William B. Noll
3035 Elite Lane
Alpharetta, GA 30202

6. Total number of trademark applications
involved: 2

7. Total fee (37 CFR 3.41) \$65.00

8. Manner of payment - Check

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and
any attached copy is a true copy of the original document

Total number of pages including cover sheet, attachments, and documents: 4

William B. Noll

William B. Noll
Reg. No. 22,721
Attorney for Applicant(s)
Phone: (302) 234-0965

Date: *April 1, 1997*

NOTE: Phone number valid til April 9, 1997

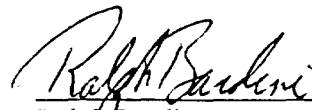
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Becket Nos. 169, 170



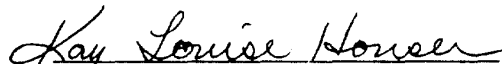
March 21, 1997

I, the undersigned, certify that the attached "Blanket Assignment and Assumption Agreement" entered into on the 31st day of December 1996, by and between Carmeuse Pennsylvania, Inc. And Tarmac Minerals, Inc., is a true and accurate representation.



Ralph Bardine
Vice President of Sales/Marketing

Sworn and subscribed before me
this 31st day of March, 1997.



Notary Public

My Commission Expires
January 20, 2001



BLANKET ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BLANKET ASSIGNMENT AND ASSUMPTION ("Agreement") is entered into this 31st day of December, 1996, by and between Carmeuse Pennsylvania, Inc. ("Carmeuse") and Tarmac Minerals, Inc. ("Tarmac").

WHEREAS, pursuant to an Asset Purchase Agreement among Tarmac, Tarmac America, Inc., Carmeuse Lime, Inc. and Carmeuse dated December 30, 1996 ("Asset Purchase Agreement"), Carmeuse has agreed to purchase from Tarmac the assets and business of Tarmac relating to the production and sale of lime from its Hanover Lime Plant and Millard Lime Plant and the production and sale of limestone and aggregate from its Millard Quarry (the "Business"); and

WHEREAS, pursuant to Section 1.2 of the Asset Purchase Agreement, Tarmac is required to assign to Carmeuse certain leases, contracts, commitments, agreements and other documents and assets, and Carmeuse is to assume, pay and/or discharge the liabilities set forth in Section 2.1 of the Asset Purchase Agreement (the "Assumed Liabilities").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. Tarmac hereby transfers and assigns to Carmeuse, free and clear of all Liens other than Permitted Liens, any and all of Tarmac's rights, title and interest in, to and under (i) the Purchased Contracts, and (ii) all other Purchased Assets required or contemplated to be assigned and transferred by Tarmac to Carmeuse pursuant to the terms of the Asset Purchase Agreement.

2. Carmeuse hereby accepts the foregoing assignment and transfer, and Carmeuse assumes and agrees to perform, satisfy and discharge (i) all of the Assumed Liabilities and (ii)

any and all liabilities and obligations of Carmeuse under the Purchased Contracts from and after the date hereof, on the terms and subject to the provisions of Section 2.1 of the Asset Purchase Agreement.

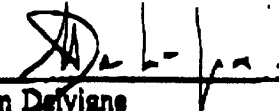
3. This Assignment and Assumption shall be binding upon the successors and assigns of the parties hereto.

4. This Assignment and Assumption is subject to all of the terms, provisions, covenants, obligations and limitations set forth in the Asset Purchase Agreement. Terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein with the meanings so defined in the Asset Purchase Agreement.


IN WITNESS WHEREOF, the undersigned have duly executed this instrument as of the day and year first written above.

CARMEUSE PENNSYLVANIA, INC.

By: 
William S. Brown, III, President

By: 
Alain Delvigne
Executive Vice President

TARMAC MINERALS, INC.

By: 
John D. Carr, President

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