

11-12-1999

FORM PTO 1544
(Rev 6-93)

RECORDED
(CORRECTLY)



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 11/5/99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):
Kosmos Cement Company, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other -

2. Name and address of receiving party(ies)

Kosmos Cement Company
16301 Dixie Highway
Kosmosdale, KY 40272

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State_Kentucky
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other - Contribution Agreement

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date: March 7, 1988

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Registration No. (s)

683,508 677,562

Additional Numbers attached? Yes No

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

Name: Judy Kruger

BRACEWELL & PATTERSON
SOUTH TOWER PENNZOIL PLACE
100 LOUISIANA STREET
SUITE 2900
HOUSTON, TEXAS 77002-2781

6. Total number of applications and patents involved:
[2]

7. Total fee (37 CFR 3.41).....\$65.00
 Enclosed (\$65.00 - \$60.00 previously sent)
 Authorized to be charged to deposit account

8. Deposit account number:

50-0259

(Attach duplicate copy of this page if paying by deposit account.)

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.

Judy Kruger
Name of Person Signing

Judy Kruger
Signature

11-5-99
Date

Total number of pages including cover sheet, attachments and document: [8]

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~~08-24-1999~~



101126064

Docket No.:

078410.008216

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To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
Kosmos Cement Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Kosmos Cement Company**

Internal Address:

Street Address: **15301 Dixie Highway**

City: **Kosmosdale** State: **KY** ZIP: **40272**

- Individual(s) citizenship
- Association
- General Partnership **Kentucky**
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

8-18-99

- Assignment
- Security Agreement
- Other **Contribution Agreement**
- Merger
- Change of Name

Execution Date: **March 7, 1988**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

683,508

677,562

Additional numbers Yes No

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

Name: **Judy Kruger**

Internal Address:

Street Address: **South Tower Pennzoil Place**

711 Louisiana Street, Suite 2900

City: **Houston** State: **TX** ZIP: **77002**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41):.....\$ **\$60.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0259

08/23/1999 MTHAI1 00000180 683508

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:998 20.00 DP

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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.

Judy Kruger

Name of Person Signing

Signature

August 18, 1999

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

REEL: 001987 FRAME: 0311

ADJUSTMENT 08/23/1999 MTHAI1 00000180 683508 -20.00 DP

CONTRIBUTION AGREEMENT

BETWEEN

KOSMOS CEMENT COMPANY

AND

KOSMOS CEMENT COMPANY, INC.

CONTRIBUTION AGREEMENT

This agreement is entered into as of March 7, 1988 by and between Kosmos Cement Company, a Kentucky General Partnership having its principal place of business at 15301 Dixie Highway, Kosmosdale, Kentucky 40272 ("KCC"), and Kosmos Cement Company, Inc., a Delaware corporation having its principal office at 15301 Dixie Highway, Kosmosdale, Kentucky 40272 ("Kosmos").

R E C I T A L S:

WHEREAS, as part of the formation of KCC, Kosmos is willing to contribute to KCC and KCC is willing to accept from Kosmos certain tangible and intangible assets comprising the cement manufacturing, distribution and sales business of Kosmos in Indiana, Ohio, Kentucky and West Virginia (the "Business");

NOW, THEREFORE, in consideration of the covenants, agreements, representations and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Kosmos and KCC agree as follows:

1. ASSETS TO BE CONTRIBUTED

Subject to the terms and conditions of this Agreement, Kosmos agrees to contribute, convey, transfer, assign and deliver to KCC, free and clear of any and all liabilities, liens, encumbrances and charges, except those liabilities to be assumed by KCC pursuant to Section 3 hereof and such liens, encumbrances and charges as are described elsewhere in this Agreement, all of Kosmos' right, title and interest in and to the assets described in Section 1 hereof (collectively, the "Assets") and KCC agrees to accept the Assets as of the Closing Date (as hereinafter defined).

1.01 Scheduled Assets. All of the assets and properties listed on Schedule 1 hereto.

1.02 Intellectual Property. Any and all processes, methods, trade secrets, patents, copyrights, designs and other similar intangible property owned by Kosmos.

1.03 Goodwill, Name. The goodwill and intangible assets of the Business, and, except as provided in Section 2.01(c) hereof, all trade names, trademarks and service marks associated with the Business, including without limitation, the names "Kosmos", and "Kosmortar", and all symbols or logos related to those names.

1.04 Records. All records of Kosmos necessary for KCC to conduct the Business, including, without limitation, property

available to KCC within ten days after its receipt of notice from KCC requesting such payment. The failure by Kosmos to pay and fund any amount required hereunder shall be subject to the provisions of Section 5.6 of the Kosmos Cement Company Partnership Agreement of even date herewith.

14.04 Governing Law. This Agreement shall be construed as if it were drafted jointly by the parties and as if it were made, entered into, and wholly to be performed within the State of Kentucky.

14.05 Assignment; Binding Effect. This Agreement and any rights and duties arising hereunder may not be assigned, delegated or transferred by either party without the prior written consent of the other party and Lone Star Industries, Inc. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns to the extent permitted hereunder.

14.06 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall together constitute one and the same agreement.

14.07 Headings and Captions. Headings and captions are inserted herein for convenience only and will not be given any legal effect and shall not affect in any way the meaning or interpretation of this Agreement.

14.08 Entire Agreement. This Agreement embodies the entire agreement and understanding, and supersedes all prior agreements and understandings, between the parties relating to the subject matter hereof.

14.09 Bulk Sales Act. Kosmos acknowledges that KCC has agreed to waive compliance with the Kentucky (and all other applicable) Bulk Sales Acts (the "Acts") and, therefore, Kosmos will indemnify and hold harmless KCC from any loss, liability or expenses incurred by KCC as a result of being required to pay any obligation of Kosmos arising from such Acts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

KOSMOS CEMENT COMPANY, INC.

BY: William E. Smith
President

KOSMOS CEMENT COMPANY

By: KOSMOS CEMENT COMPANY, INC.
a Partner

By: William E. Smith
President

By: LONE STAR CEMENT INC.,
a Partner

By: Kurt V. Blum
Vice President



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 21, 1999

PTAS



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JUDY KRUGER
SOUTH TOWER PENNZOIL PLACE
711 LOUISIANA STREET, SUITE 2900
HOUSTON, TX 77002

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101126064

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$5 .

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 11/05/1999

**TRADEMARK
REEL: 001987 FRAME: 0317**