

08-27-2001

EXPRESS MAIL LABEL NO. EL686210226US

DATE OF DEPOSIT: August 17, 2001

8-17-01



101823959

OVER SHEET ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Unless filed with a new application, mail to: BOX ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231.

1. Name of conveying part(ies): Oldcastle Precast East, Inc. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving part(ies): Oldcastle Precast, Inc. P.O. Box 588 Auburn, WA 98071 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December 30, 1998

4. Application Number(s) or Trademark Number(s) A. U.S. Trademark Registration No.(s) See attached Schedule B. U.S. Trademark Application No.(s) Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed: Name: Sandra L. Brown Riddell Williams P.S. 1001 Fourth Avenue Plaza Suite 4500 Seattle, Washington 98154-1065

6. Total number of U.S. trademark registration involved: 7 7. Total fee (37 C.F.R. 3.41) \$190.00 (\$40.00 for 1st in document/ \$25 for each subsequent in document) Check No. 60801 is enclosed in this amount 8. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account number: 07-1853

08/27/2001 AHMED1 00000012 1914196 01 FC:481 40.00 OP 02 FC:482 150.00 OP

DO NOT USE THIS SPACE

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.

Sandra L. Brown Signature August 17, 2001 Date

Total Number of pages including cover sheet, attachments and document: Six (6)

Schedule

U.S. Trademark and Service Mark Registrations
Owned by Oldcastle Precast East, Inc.
Being Assigned to Oldcastle Precast, Inc.

REGISTRATIONS

Mark	Registration Number	Class(es)	Registration Date
CHANNEL BAY	1,914,196	9	August 22, 1995
CHEM-HUT	2,205,420	19	November 24, 1998
MAXI-DORM	1,924,634	19	October 3, 1995
MAXI-MOD	1,924,635	19	October 3, 1995
R ROTONDO PRECAST and Design	2,125,085	6	December 30, 1997
R ROTONDO PRECAST and Design	2,126,794	19	January 6, 1998
R ROTONDO PRECAST and Design	2,119,222	40	December 9, 1997

Attachment to Recordation Form Cover Sheet
Oldcastle Precast Inc.

1 TRADEMARK

2 IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3 Registrant/Owner: Oldcastle Precast East, Inc.

4 Marks:

5 CHANNEL BAY, Reg. No. 1,914,196

6 CHEM-HUT, Reg. No. 2,205,420

7 MAXI-DORM, Reg. No. 1,924,634

8 MAXI-MOD, Reg. No. 1,924,635

9 R ROTONDO PRECAST and Design, Reg. No. 2,125,085

10 R ROTONDO PRECAST and Design, Reg. No. 2,126,794

11 R ROTONDO PRECAST and Design, Reg. No. 2,119,222

12 Attorney Docket: 51711-00002.7/8/9/10/12/13/14

13 **DECLARATION OF ROBERT D. QUINN**

14 TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

15 I, Robert D. Quinn, the Vice President of Oldcastle Precast East, Inc., the current
16 address of registrant being 920 Withers Road, Raleigh, NC 27603, being hereby warned that
17 willful false statements and the like so made are punishable by fine or imprisonment, or both,
18 under Section 1001 of Title 18 of the United States Code and that such willful false statements
19 may jeopardize the validity of this document, declare that Oldcastle Precast East, Inc.
20 assigned the above-identified Trademark Registrations to Oldcastle Precast, Inc., as
21 evidenced by the document attached entitled, "Exhibit A, Assignment, Assumption,
22 Conveyance and Bill of Contribution Agreement," and through the following method of
23 assignment: a dividend distribution of the business and liabilities to North Carolina Holding,
24 Inc., a Delaware corporation, from its wholly owned subsidiary Oldcastle Precast East, Inc., a

25 DECLARATION OF ROBERT D. QUINN -1

Riddell Williams P.S.
1001 FOURTH AVENUE PLAZA
SUITE 4500
SEATTLE, WA 98154-1065
(206) 624-3600

26 291/267520.01
081701/1031/51711.00002

TRADEMARK
REEL: 002355 FRAME: 0947

1 North Carolina corporation; followed by a dividend distribution of the business and liabilities to
2 Oldcastle, Inc., a Delaware corporation, from its wholly owned subsidiary North Carolina
3 Holding, Inc.; followed by a capital contribution of the business and liabilities from Oldcastle,
4 Inc. to its wholly owned subsidiary CRH America Inc., a Delaware corporation; followed by a
5 capital contribution of the business and liabilities from CRH America Inc. to its wholly owned
6 subsidiary Oldcastle Precast, Inc., a Washington corporation. Such assignment became
7 effective as of December 30, 1998.
8

9 The registrant hereby appoints Bruce T. Goto, Steven B. Winters, Mark D. Walters,
10 Sandra L. Brown, and John A. Blomgren, and the law firm of Riddell Williams P.S., Suite 4500,
11 1001 Fourth Avenue Plaza, Seattle, Washington 98154-1065, telephone (206) 624-3600, and
12 its members who are admitted to the Bar of the State of Washington, to file and prosecute this
13 Declaration, to transact all business in the U.S. Patent and Trademark Office in connection
14 with the above-identified Registrations and this Declaration, to receive all correspondence from
15 the U.S. Patent and Trademark Office in connection herewith, and to receive all
16 correspondence from the U.S. Patent and Trademark Office that relates in any way to the
17 above-identified Registrations.
18

19 Oldcastle Precast East, Inc.

20
21 By: 
Robert D. Quinn, Vice President

22 Dated: August 27, 2001

23 Attachment: Exhibit A, Assignment, Assumption, Conveyance and Bill of Contribution Agreement
24 dated December 30, 1998

25
26 DECLARATION OF ROBERT D. QUINN - 2

Riddell Williams P.S.
1001 FOURTH AVENUE PLAZA
SUITE 4500
SEATTLE, WA 98154-1065
(206) 624-3600

291/297520.01
081701/1031/51711.00002

Exhibit A

ASSIGNMENT, ASSUMPTION, CONVEYANCE
AND
BILL OF CONTRIBUTION AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, CONVEYANCE AND BILL OF CONTRIBUTION AGREEMENT (this "Assignment"), dated as of December 30, 1998, between OLDCASTLE PRECAST EAST, INC., a North Carolina corporation ("Assignor"), and OLDCASTLE PRECAST, INC., a Washington corporation ("Assignee").

RECITALS

A. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, and to delegate to Assignee all of Assignor's duties and obligations, in and to the tangible and intangible assets of Assignor which are used or held for use in connection with the operation of the business of Assignor (the "Business").

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, and to delegate to Assignee all of Assignor's duties and obligations, in and to all obligations and liabilities of Assignor which are related to the Business (the "Liabilities").

C. Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, and to assume all of Assignor's duties and obligations, in and to the Business.

D. Assignee desires to acquire from Assignor all of Assignor's right, title and interest in, and to assume all of Assignor's duties and obligations, in and to the Liabilities.

NOW, THEREFORE, for and in consideration of the foregoing facts and the terms, covenants and agreements set forth herein, Assignor and Assignee hereby agree as follows:

1. Assignment and Delegation. In consideration of the mutual promises and covenants contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, contributes, conveys, transfers, assigns and delivers absolutely to Assignee all of Assignor's right, title and interest in and to, and hereby delegates to Assignee all of Assignor's debts, obligations, duties and liabilities, in and to the Business and the Liabilities. Assignor hereby represents and warrants to Assignee that Assignor has not previously sold, assigned or transferred the Business nor the Liabilities; that Assignor has full power and authority to execute this Assignment and to assign the Business and the Liabilities; and that this Assignment shall vest in Assignee all of Assignor's right, title and interest in and to the Business and the Liabilities free and clear of all liens, mortgages, pledges, charges, encumbrances, claims or demands of every kind and character whatsoever, except with respect to any obligations and liabilities expressly assumed hereunder. EXCEPT FOR THE FOREGOING WARRANTY OF TITLE, NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY ASSIGNOR OR MAY BE RELIED UPON BY ASSIGNEE WITH RESPECT TO THE BUSINESS, INCLUDING WITHOUT LIMITATION, (A) ANY IMPLIED OR EXPRESSED WARRANTY OF

MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) ANY IMPLIED OR EXPRESSED WARRANTY REGARDING DEFECTS, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE BUSINESS. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all loss, damage, cost or expense (including reasonable attorneys' fees) resulting from any claims now or hereafter arising from or in connection with the Business or the Liabilities if and to the extent that such claims are related to events, acts or omissions occurring before the effective date hereof.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment and delegation and assumes all of the debts, obligations, duties and liabilities of Assignor that arise, accrue or are incurred with respect to the Business and the Liabilities on or after the effective date hereof. Assignee hereby further agrees promptly to perform and observe all of the covenants and conditions with respect to the Business and the Liabilities on Assignor's part to be performed and observed thereunder on or after the effective date hereof in the same manner and with the same force and effect as if Assignee had originally owned the Business and the Liabilities. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all loss, damage, cost or expense (including reasonable attorneys' fees) resulting from any claims now or hereafter arising from or in connection with the Business or the Liabilities if and to the extent that such claims are related to events, acts or omissions occurring on or after the effective date hereof.

3. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

4. Execution in Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same Assignment. Delivery of an executed counterpart of a signature page to this consent via telephone facsimile transmission will be effective as delivery of a manually executed counterpart of this consent.

5. Effective Date. This Assignment shall be effective as of December 30, 1998.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

(Assignor)

(Assignee)

OLDCASTLE PRECAST EAST, INC.

OLDCASTLE PRECAST, INC.

By: James B. Schack

By: James B. Schack

Name: JAMES B. SCHACK

Name: JAMES B. SCHACK

Its: PRESIDENT

Its: PRESIDENT