

U.S. DEPARTMENT OF COMMERCE  
RECORDATION FORM COVER SHEET Patent and Trademark Office  
**TRADEMARKS ONLY**

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

1. Name of Party(ies) conveying an interest: Republic Group LLC (a Delaware Limited Liability Company)		2. Name and Address of Party(ies) receiving an interest: Centex Construction Products, Inc. (a Delaware Corporation) 2728 North Harwood Dallas, TX 75201-1516	
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Association	<input type="checkbox"/> Individual	<input type="checkbox"/> Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Corporation -		<input checked="" type="checkbox"/> Corporation -	
<input checked="" type="checkbox"/> Other Limited Liability Company		<input type="checkbox"/> Other	
		<input type="checkbox"/> Citizenship	

3. Interest Conveyed:		If not domiciled in the United States, a domestic representative designation is attached:	
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Change of Name	<input type="checkbox"/> Yes	
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Merger	<input type="checkbox"/> No	
<input type="checkbox"/> Other			

Effective Date: May 28, 2002

4. Application number(s) or registration number(s). Additional sheet attached?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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A. Trademark Application No.(s) 74/666,072	B. Trademark Registration No.(s) 1,958,983; 1,869,593; 1,543,501; 1,287,951; 1,023,975; 971,145
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5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Anita Nesser, Esq. Baker Botts L.L.P. Street Address: 2001 Ross Avenue, Suite 600 City: Dallas State: Texas Zip: 75201-2980	6. Number of applications and registrations involved: 7
	7. Amount of fee enclosed or authorized to be charged: \$190.00
	8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): 50-2147

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.*

<u>Anita Nesser, Esq.</u>	<u>[Signature]</u>	<u>July 11, 2002</u>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet	<u>5</u>
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OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

**TRADEMARK**  
**REEL: 2504 FRAME: 0725**

## TRADEMARK ASSIGNMENT

WHEREAS, REPUBLIC GROUP LLC, a Delaware limited liability company formerly known as Republic Group Incorporated, a Delaware corporation formerly known as Republic Gypsum Company, a Delaware corporation, having an address of Post Office Box 1307, Hutchinson, Kansas 67504-1307 (hereafter, "Assignor") is the owner of all right, title and interest in and to the marks set forth on Exhibit A attached hereto, and the trademark applications therefor (hereafter the "Marks"); and

WHEREAS, CENTEX CONSTRUCTION PRODUCTS, INC., a Delaware corporation, having an address of 2728 North Harwood, Dallas, Texas 75201-1516 (hereafter, "Assignee") desires to acquire all right, title and interest in and to the Marks and in and to the applications therefor, as a successor to the business of Assignor, or portion thereof, to which the Marks pertain and which business is ongoing and existing.

WHEREAS, as of November 10, 2000 (the "Effective Date"), the Assignor, a subsidiary of the Assignee and the Assignee entered into that certain Securities Purchase Agreement (the "Purchase Agreement"), which requires Assignor to execute and deliver this Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and set over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Marks and the applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world;

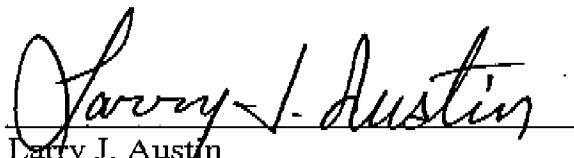
DISCLAIMER OF WARRANTIES. Assignor conveying the Marks solely with the warranties provided in the Purchase Agreement.

RIGHTS AND OBLIGATIONS. Nothing in this Assignment is intended to or shall expand or limit the rights or obligations of Assignor under the Purchase Agreement. This Assignment is governed in accordance with the terms and conditions of the Purchase Agreement.

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Marks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor and its duly authorized representative has caused this Trademark Assignment to be executed as of the Effective Date and in the capacity shown below.

**REPUBLIC GROUP LLC,**  
a Delaware limited liability company

By:   
Larry J. Austin  
President

Date: May 28, 2001/2

STATE OF Virginia §  
COUNTY OF Alexandria §

On this 28 day of May, 200~~7~~<sup>2</sup>, personally appeared before me Larry J. Austin, to me know and known to me to be the President of Republic Group LLC, the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.

Notary Public in and for the State of Virginia

Printed Notary Name

Abigail Walker Jones

My Commission Expires: May 31, 2005

**EXHIBIT A****Pending U.S. Trademark Applications**

<b>Serial No.</b>	<b>Filing Date</b>	<b>Mark</b>
74/666,072	4/26/1995	REPUBLIC RECYCLING COMPANY

**U.S. Registered Trademarks**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,958,983	2/07/1996	R Design
1,869,593	12/27/1994	REPUBLIC 54
1,543,501	6/13/1989	Star TM Design
1,287,951	7/31/1984	WATERSHIELD
1,023,975	10/28/1975	R REPUBLIC Design
971,145	10/23/1973	REPUBLIC GYPSUM