

9.4.02



U.S. Department of Commerce
Patent and Trademark Office

102216226

To the Honorable Commissioner of Patents and Trademarks: Please refer to the original document or copy thereof.

1. Name of conveying party(ies)
Christy Vault Company

Individual(s) _____ Association _____
 General Partnership _____ Limited Partnership _____
 Corporation - State **California**
 Other _____

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

3. Nature of conveyance:
 Assignment _____ Merger _____
 Security Agreement _____ Change of Name _____
 Other _____

Execution Date: **August 8, 2002**

2. Name and address of receiving party(ies):
 Name: **Christy Concrete Products, Inc.**
 Internal Address: _____
 Street Address: **44100 Christy Street**
 City: **Freemont** State: **CA** Zip: **94538**

Individual(s) citizenship _____
 Association _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation - State: **California**
 Other _____

If assignee is not domiciled in the United States, a (domestic) representative designation is attached: _____ Yes _____ No
 (Designation must be a separate document from Assignment)
 Additional Name(s) & address(es) attached:
 Yes _____ No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s): _____ B. Trademark Registration No.(s): **0918337 and 0923037**

Additional numbers attached? Yes _____ No

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: **Mandy Robertson-Bora**
 Internal Address: **Gibson, Dunn & Crutcher LLP**
Suite 4000
 Street Address: **2029 Century Park East**
 City: **Los Angeles** State: **CA** Zip: **90067**

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

7. Total fee (37 CFR 3.41): \$ **65.00**
 Enclosed
 _____ Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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.

Mandy Robertson-Bora *Mandy Robertson-Bora* **September 4, 2002**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: **2**

OMB No. 0651-0011 Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Assignment Division
Box Assignments
Washington, D.C. 20231

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01 40.00 IP
 02 23.00 IP

burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this 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.

**ASSIGNMENT OF TRADEMARKS
AND
TRADEMARK REGISTRATIONS**

WHEREAS, Christy Vault Company, a California corporation having an address of 1000 Collins Avenue, Colma, California 94014 (hereinafter "Assignor") is the owner of United States trademark registration nos. 0918337 and 0923037 (hereinafter the "Registrations") for the registration of the marks "Christy" (word mark) and "Christy" (design mark), respectively (hereinafter the "Marks"); and

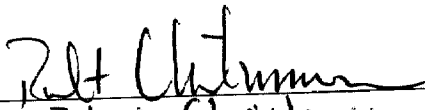
WHEREAS, Christy Concrete Products, Inc., a California corporation, having an address of 44100 Christy Street, Fremont, CA 94538 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said Registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

ASSIGNOR

CHRISTY VAULT COMPANY,
a California corporation

By: 
Name: Robert Christensen
Title: President
Date: 8/8/02

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