

09-30-2002

U.S. Department of Commerce
Patent and Trademark Office

9.23.02



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To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20503

1. Name of conveying party(ies)
Christy Concrete Products, Inc.

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

2. Name and address of receiving party(ies):
 Name: **Oldcastle Precast, Inc.**
 Internal Address: _____
 Street Address: **2820 A. Street Southeast**
 City: **Auburn** State: **WA** Zip: **98002**

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

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, 0923037, and 1095189**

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: **3**

7. Total fee (37 CFR 3.41): \$ **90.00**
 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
 Name of Person Signing

Mandy Robertson-Bora
 Signature

September 23, 2002
 Date

Total number of pages including cover sheet, attachments and document: **3**

09/27/2002 DBYRME 00000098 0918337

01 FC-101 40.00 OP
 02 FC-102 50.00 OP

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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

Public 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 Concrete Products, Inc., a California corporation having an address of 44100 Christy Street, Fremont, California 94538 (hereinafter "Assignor") is the owner of certain trademarks set forth on Exhibit A hereto (the "Marks");; and

WHEREAS, Oldcastle Precast, Inc., a Washington corporation, having an address of 2820 A. Street Southeast, Auburn, Washington 98002 (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, for 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 represents and warrants for the benefit of Assignee that, at the time of the execution and delivery of this Assignment of Trademarks and Trademark Registrations, Assignor possesses full title to the Marks and has the unencumbered right and authority to make this assignment.

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.

Dated: August 8th, 2002

ASSIGNOR

CHRISTY CONCRETE PRODUCTS, INC.
a California corporation

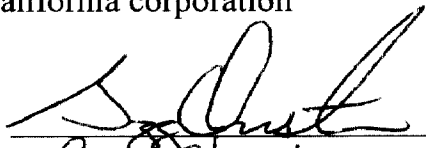
By: 
Name: Greg Christensen
Title: President

EXHIBIT A

	<u>Mark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Registration No.</u>
1.	Christy (word mark)	Registered Aug. 17, 1971	72-357,155	0918337
2.	Christy design mark)	Registered Nov. 2, 1971	72-357,156	0923037
3.	Fibrelyte	Registered July 4, 1978	73-116,073	1,095,189