

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	License		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cemex Trademarks Worldwide Ltd.		06/27/2005	CORPORATION: MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Construtodo, Inc.		
<b>Street Address:</b>	1200 Smith Street, Suite 2400		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	CORPORATION: MEXICO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2242366	TOLTECA	
<b>Registration Number:</b>	2258391		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)588-0500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	1-212-588-0800		
<b>Email:</b>	docket@flhlaw.com		
<b>Correspondent Name:</b>	A.Thomas S.Safford, c/o Frommer Lawrence		
<b>Address Line 1:</b>	745 Fifth Avenue		
<b>Address Line 2:</b>	Frommer Lawrence & Haug LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10151		
<b>NAME OF SUBMITTER:</b>	A. Thomas S. Safford		
<b>Signature:</b>	/ATSS/		
<b>Date:</b>	06/27/2005		

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Total Attachments: 5

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**THIS LICENCE AGREEMENT** is dated [DATE]

**PARTIES**

- (1) CEMEX TRADEMARKS WORLDWIDE LTD. incorporated and registered in Switzerland whose registered office is at Römerstrasse 13, 2555 Brügg bei Biel, Switzerland (**Licensor**).
- (2) CONSTRUTODO INC. incorporated and registered in the United States of America whose registered office is at 351 S. Broadway, Suite 100, Los Angeles CA 90013, USA (**Licensee**).

**BACKGROUND**

- (A) The Licensor is the owner of the trade marks listed in the schedule to this licence (**Trademarks**).
- (B) Licensor wishes to licence to Licensee the right to use the Trademarks within the United States of America (**Territory**) on the terms and subject to the conditions of this licence.

**AGREED TERMS**

**1. LICENCE**

- 1.1 The Licensor grants to the Licensee the non-exclusive licence for the duration of this licence to use the Trademarks in the Territory on and in relation to the goods/services (**Products**) for which the Trademarks are registered pursuant to the registrations referred to in the schedule, subject to the terms of this licence.
- 1.2 The Parties agree that no consideration shall be payable by Licensee for the granting of this licence by Licensor.
- 1.3 All rights in and to the registrations of the Trademarks and to all the reputation and goodwill associated with the Trademarks throughout the Territory, including any reputation and goodwill as may accrue as a result of the Licensee's use of the Trademarks, are reserved to and shall belong absolutely to the Licensor. The Licensee agrees to execute such documents and do such other things as the Licensor may reasonably request from time to time, including after termination of this licence, to confirm any such rights to the Licensor.
- 1.4 No rights or licences are conferred on the Licensee pursuant to this licence except those expressly set out in this licence, and none shall survive termination of this licence, howsoever caused.

  
**TRADEMARK**

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2. **PROTECTION OF TRADEMARKS**

The Licensee's licence to use the Trademarks is subject to the following conditions:

- (a) all Products shall be made and sold in the ordinary course of the Licensee's business;
- (b) the use of the Trademarks by the Licensee shall at all times be in keeping with and seek to maintain their distinctiveness and reputation as determined by the Licensor;
- (c) the Licensee shall as reasonably requested by the Licensor from time to time supply to the Licensor samples of the Products for the purpose of inspecting the same;
- (d) the Licensee shall not do or fail to do any act or thing whereby the validity, enforceability or the Licensor's ownership of the registrations of the Trademarks or any of them, or the reputation or goodwill associated with the Trademarks anywhere in the Territory, is likely to be prejudiced;
- (e) The Licensee shall sign such documents and give such assistance as the Licensor may reasonably request from time to time for the Licensor or any of its subsidiaries to be recorded as registered user or licensee of any relevant trade mark registration or pending application which includes the Trademarks, and to have any such recordal removed on termination of this licence, whether in its entirety or as it applies in any country.

3. **MAINTENANCE**

The Licensor shall pay all renewal fees and take all steps necessary to maintain or renew the registrations of the Trademarks.

4. **INDEMNITY**

The Licensee shall indemnify and keep the Licensor and all members of its Group fully and effectively indemnified from and against all claims, liabilities, loss, damage, costs and expenses (including legal fees) suffered or incurred in connection with the use after the date of this licence by the Licensee of the Trademarks.

5. **INFRINGEMENT**

The Licensee shall promptly inform the Licensor of any suspected unauthorised use of the Trademarks (or any confusingly similar mark) in the Territory of which

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it becomes aware, and shall provide the Licensor with such documents, information and assistance as it can in relation thereto.

**6. TERM AND TERMINATION**

6.1 This licence shall commence on the date hereof and continue for the period of 5 years unless terminated earlier pursuant to the following provisions.

6.2 The Licensor may terminate this licence by notice with immediate effect if the Licensee:

- (a) commits any breach of this licence which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the Licensor to do so; or
- (b) becomes insolvent, ceases to carry on its business, has a receiver, liquidator, administrative receiver, administrator, trustee or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of the Licensee or if any analogous event to any of the foregoing occurs in respect of the Licensee anywhere in the Territory.

6.3 The Licensee undertakes to the Licensor that save as expressly permitted by this licence it will not and it will procure that none of its subsidiaries will make any use anywhere in the world of the Trademarks or any name or mark intended or likely to be confused or associated with it. In particular, upon termination of this licence for any reason the Licensee shall cease forthwith to make any use of the Trademarks.

6.4 Termination of this licence shall be without prejudice to the rights of the parties up to termination.

**7. ASSIGNMENT**

The Licensee may not assign, charge, sublicense or otherwise deal in or dispose of in whole or in part any of its rights under this licence.

**8. GOVERNING LAW AND JURISDICTION**

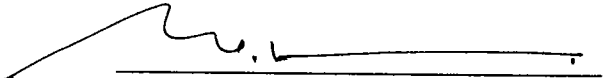

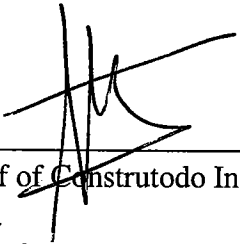
8.1 This licence and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Switzerland.

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8.2 The parties irrevocably agree that the courts of Bern, Switzerland, have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence.

This agreement is made with effect as of January 1, 2005.

Cemex Trademarks Worldwide Ltd.

  
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*(Marc Grüninger, Chairman of the Board)*  
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*(Bruno Hunziker, Member of the Board)*  
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For and on behalf of Construtodo Inc.  
By: Héctor Ureta  
Title: Attorney-in fact

Schedule The Registrations

<u>Trademark</u> <u>Date</u>	<u>Class</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration</u>
TOLTECA	19	2.242.366	October 23, 1996	May 4, 1999
Bar on circle (Design)	19	2.258.391	October 23, 1996	July 6, 1999

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