

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sakrete Inc.		01/05/2006	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Sakrete Holdings, LLC
Street Address:	The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2970033	SAKRETE
Registration Number:	789883	SAKRETE
Registration Number:	716707	SAKRETE
Registration Number:	568874	SAKRETE
Serial Number:	78315514	
Registration Number:	3007259	
Registration Number:	819750	
Registration Number:	349905	

CORRESPONDENCE DATA	
Fax Number:	(404)815-6555
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-815-6500
Email:	tadmin@kilpatrickstockton.com
Correspondent Name:	William H. Brewster
Address Line 1:	1100 Peachtree Street, Suite 2800

OP \$215.00 2970033

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 56997/328098

NAME OF SUBMITTER: Christine P. James

Signature: /cpj/

Date: 07/07/2006

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective the 5th day of January, 2006, between Sakrete Inc., a corporation duly organized under the laws of the state of Ohio, with offices at Fischer Avenue and B&O Railroad, Cincinnati, Ohio, U.S.A. (the "Assignor") and Sakrete Holdings, LLC, a limited liability company duly organized under the laws of the State of Delaware, with offices at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, U.S.A. (the "Assignee").

WHEREAS, the Assignor has adopted and used in the United States the trademarks set forth on the Schedule annexed hereto for which it owns federal registrations or applications as identified on said Schedule (the trademarks, applications, and registrations hereinafter collectively referred to as the "Trademarks"); and

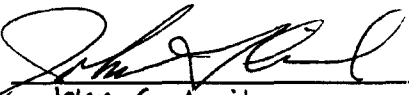
WHEREAS, Assignee desires to obtain and Assignor wishes to assign, grant and deliver exclusively to Assignee all rights, title and interest of every kind and nature in and to the Trademarks, together with the goodwill of the business symbolized thereby; and

WHEREAS, this Assignment is intended only to effect the assignment of the "Brand Assets" as defined in and pursuant to that certain Brand Purchase Agreement dated as of January 5, 2005, among Assignor, Assignee and Oldcastle Retail, Inc. (the "Brand Purchase Agreement"), and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations, limitations, indemnities or, in general, any of the rights, remedies or obligations of any party set forth in the Brand Purchase Agreement;

NOW THEREFORE, in consideration for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee of all rights, title and interest in and to the Trademarks, together with the good will of the business which is symbolized thereby and with the right to recover for damages and profits and all other remedies for past infringements thereof.

SAKRETE, INC.
ASSIGNOR

SAKRETE HOLDINGS, LLC
ASSIGNEE

By: 
Name: John G. Avril
Title: Chairman

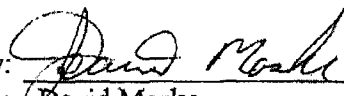
By: _____
Name: David Maske
Title: Manager

NOW THEREFORE, in consideration for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee of all rights, title and interest in and to the Trademarks, together with the good will of the business which is symbolized thereby and with the right to recover for damages and profits and all other remedies for past infringements thereof.





SAKRETE, INC.
ASSIGNOR

SAKRETE HOLDINGS, LLC
ASSIGNEE

By: _____
Name:
Title:

By: 
Name: David Maske
Title: Manager

SCHEDULE OF MARKS

MARK	APPLICATION NO.	REGISTRATION NO.
SAKRETE	78-315,404	2970033
SAKRETE	72-199,855	789,883
SAKRETE	72-100,543	716,707
SAKRETE (Stylized) SAKRETE	71-625,632	568,874
	78-315,514	N/A
	78-315,516	3,007,259
	72-235,799	819,750
	71-382,179	349,905