

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cemex UK Operations Limited		09/15/2009	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cemex Research Group AG		
<b>Street Address:</b>	Romerstrasse 13		
<b>City:</b>	Brugg bei Biel		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	2555		
<b>Entity Type:</b>	COMPANY: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3680153	SMART SILO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-442-1000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	059636.2240		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		

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**900144349**

**TRADEMARK  
 REEL: 004071 FRAME: 0431**

NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/Jennifer C. Evans/
Date:	10/01/2009
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

## USA TRADE MARK

**THIS ASSIGNMENT** is made this 15 day of September 2009.

### BETWEEN

**Cemex UK Operations Limited** a company organised and existing under the laws of England and Wales of Cemex House, Coldharbour Lane, Thorpe, Egham, Surrey, TW20 8TD  
("the Assignor" which expression shall include its successors and assigns)

### AND

**Cemex Research Group AG** a company organised and existing under the laws of Switzerland of Römerstrasse 13, 2555, Brügg bei Biel, Switzerland  
("the Assignee" which expression shall include its successors and assigns)

### RECITALS :

- (A) The Assignor is the proprietor of the trade mark ("the Trade Mark") the subject of the registration ("the Registration") details of which are set out in the Schedule hereto and form part of this Assignment
- (B) The Assignor has agreed to assign all its right, title, interest and property in the Trade Mark and Registration, together with all ancillary rights relating thereto to the Assignee upon the following terms

### OPERATIVE PROVISIONS :

1. In consideration of the sum of €1.00 paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee unto the Assignee all rights, title, interest and property in the Trade Mark and Registration, the full and exclusive benefit thereof, all common law rights connected with the Trade Mark and any copyright rights which may subsist in the Trade Mark and all rights, privileges and advantages appertaining thereto, together with the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Registration and/or any rights in or relating to the Trade Mark whether committed before or after the date of this Assignment, to the intent that the Trade Mark and Registration shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor in the goods, services and business connected with the Trade Mark TO HOLD the same unto the Assignee absolutely.
2. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Mark and Registration and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee and (c) formally register the Assignee's title in the same at the relevant Trade Mark Office

3. The Assignor hereby covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Mark and Registration may be invalidated.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
5. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

**IN WITNESS** whereof the parties have executed this document on the first date above written.

<u>TRADE MARK</u>	<u>NUMBER</u>	<u>THE SCHEDULE</u> <u>CLASSES</u>	<u>COUNTRY</u>
SMART SILO & Device	3680153	35, 37, 39 & 42	United States



SIGNED, for and on behalf of  
Cemex UK Operations Limited  
in the presence of:

)(Signatory)

)

)(Witness)

*Jas - Stalle*  
.....  
*Daphne M Murray*  
.....  
DAPHNE M MURRAY

SIGNED, for and on behalf of  
Cemex Research Group AG

María de la Paz Fernández Uría  
Legal Representative

*[Signature]*  
.....

in the presence of:

Sara Zdeinert Puente

*[Signature]*  
.....