

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575945


<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/31/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cemex Research Group AG		05/07/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cemex Innovation Holding Ltd.		
<b>Street Address:</b>	General-Guisan-Strasse 6		
<b>City:</b>	Zug		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	6300		
<b>Entity Type:</b>	Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87308178	SMART SILO	
<b>Serial Number:</b>	87076098		
<b>Serial Number:</b>	88369529	BUILDING CHEMISTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5123225201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	512-482-5242		
<b>Email:</b>	sespenshade@pirkeybarber.com		
<b>Correspondent Name:</b>	Steven Espenshade		
<b>Address Line 1:</b>	1801 East 6th Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Austin, TEXAS 78702		
<b>NAME OF SUBMITTER:</b>	Steven M. Espenshade		
<b>SIGNATURE:</b>	/sm espenshade/		
<b>DATE SIGNED:</b>	05/12/2020		
<b>Total Attachments: 2</b>			
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## *NUNC PRO TUNC* TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Cemex Research Group AG, a corporation organized and existing under the laws of Switzerland (“Assignor”), and Cemex Innovation Holding Ltd. (formerly known as Cemex Trademarks Holding Ltd.), a corporation organized and existing under the laws of Switzerland (“Assignee”), are parties to an agreement (the “Agreement”) effective as of December 31, 2019 (the “Effective Date”);

WHEREAS, Assignor owned, adopted, and was using the following marks (the “Marks”), which are the subject to the following registrations and application with the United States Patent and Trademark Office (the “Registrations and Application”):

Mark	Reg. No.	Serial No.	Classes
SMART SILO	5,399,605	87/308,178	35, 37, 39, & 42
	5,514,338	87/076,098	35, 37, 39, & 42
BUILDING CHEMISTRY		88/369,529	1, 19, & 37

WHEREAS, Assignor has assigned all rights and goodwill in and to the Marks and the Registrations and Application to Assignee pursuant to the terms of the Agreement:

WHEREAS, Assignee desires to confirm its acquisition of the Marks, the Registrations and Application, and all rights and goodwill associated therewith as of the Effective Date;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby confirm and assign to Assignee, effective *nunc pro tunc* as of December 31, 2019, all right, title, and interest in and to the Marks and Registrations and Application, together with the goodwill of the business symbolized by the Marks.

*[Remainder of page intentionally left blank; signature page follows]*

**CEMEX RESEARCH GROUP AG:**



Digitally signed by Dr  
Thierry Sperisen,  
Managing Director, Cemex  
Research Group AG  
Date: 2020.05.07 07:49:17  
+02'00'

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CEMEX INNOVATION HOLDING LTD.:**



Signature: \_\_\_\_\_

Name: Yuradela Paz Fernandez

Title: Legal Representative

Date: May 7, 2020