TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM853594

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oldcastle Payroll, Inc.	FORMERLY APAC, Inc.	11/15/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CRH Americas Materials, Inc.	
Street Address:	900 Ashwood Parkway	
Internal Address:	Suite 600	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30338	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1242292	APAC
Registration Number:	3507671	APAC

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4707027908

Email: laken.adkins@crh.com

Correspondent Name: Laken E. Adkins

Address Line 1: 900 Ashwood Parkway

Address Line 2: Suite 600

Address Line 4: Atlanta, GEORGIA 30338

NAME OF SUBMITTER:	Laken E. Adkins	
SIGNATURE:	/Laken E. Adkins/	
DATE SIGNED:	11/15/2023	

Total Attachments: 3

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> **TRADEMARK** REEL: 008258 FRAME: 0784

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made by and between Oldcastle Payroll, Inc. (the "Assignor"), a Delaware corporation with a principal office at 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338, and CRH Americas Materials, Inc. (the "Assignee"), a Delaware corporation with a principal office at 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338.

Whereas, Assignor has adopted and used, or has a bona fide intention to use, and is the owner of certain trademarks, including registrations and all goodwill arising therefrom, as listed in **Schedule 1** (collectively, the "Trademarks"); and

Whereas, Assignor desires to convey, transfer, and assign the Trademarks to Assignee and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

The parties agree:

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the Trademarks, including but not limited to the right to enforce them against any infringement occurring before or after the Effective Date, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademarks, the same to be held by Assignee as fully and effectually as they would have been held by Assignor had this Assignment not taken place.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Upon Assignee's request, Assignor shall execute any further documents necessary to give full effect to this Agreement. Assignee will bear the expenses of any such registrations and additional documents.
- 3. <u>No Representation or Warranty</u>. Assignor makes no representation or warranty of any nature with respect to the Trademarks, except as set forth herein. Without limiting the foregoing, the Assignor hereby expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which is an original, but all of which together is one and the same Assignment. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission has the same legal effect as physical delivery of an original signed copy.
- 5. <u>Successors and Assigns</u>. This Assignment is binding upon and inures to the benefit of the parties and their respective successors and assigns.

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- 6. <u>Severability</u>. If any term of this Assignment is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining terms constitute the parties' agreement with respect to the subject matter, and all such remaining terms will remain in full force and effect.
- 7. Governing Law. This Assignment is governed by and must be construed under the laws of Delaware without regard to its provisions relating to the conflict of laws.
- 8. <u>Entire Agreement</u>. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter.

The parties have each caused this Assignment to be executed by individuals authorized to legally bind the parties, effective as of the date of the final signature below.

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Date:

CRH Americas Materials, Inc.

By:
Name:
Title:

Accusto

Date: 11/15/202

SCHEDULE 1

Registered Trademarks

Mark	Jurisdiction	Registration No.	Classes / Goods and Services
APAC	US	1,242,292	035: Consulting and Management Services Relating to Road Construction and Paving
	US	3,507,671	001: Foundry sand; Chemical compounds for curing concrete; Concrete additives; Concrete admixtures 003: Sand for use as abrasive in sandblasting 019: Sand; Sand bags; Concrete blocks; Concrete building materials, namely, blocks; Concrete drainage structures, namely, storm manholes; Concrete floors; Concrete road pavement boards; Concrete walls; Concrete walls for building; Floor patching materials, namely, concrete sealers; Slabs of concrete; Tar-based concrete and asphalt patching compound; Asphalt; Asphalt; Asphalt composition paving; Asphalt patching compound made of a tar base; Asphalt, pitch and bitumen; Asphalt-based penetrant, softener and sealant used to recondition airport runways; Bitumen asphalt; Bitumen-based asphalt sealants; Bitumen-based sealants for asphalt; Aggregate material composed of stone. 037: Asphalting; Construction of roads, underground utilities, and housing pads; Road construction; Road paving; Road sealing and stripping; Road stripping; Construction grading services; Crane rental and leasing for construction purposes; Rental of construction equipment; Rental of construction machines and apparatus; Street construction

RECORDED: 11/15/2023

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