

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vulcan Materials Company	12/19/2003
RECEIVING PARTY DATA	
Name:	Vulcan Construction Materials, LP
Street Address:	1200 Urban Center Drive
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5575594
CORRESPONDENCE DATA	
Fax Number:	(205)488-6770
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2055218770
Email:	cwilkerson@bradleyarant.com
Correspondent Name:	Crystal G. Wilkerson, Esq.
Address Line 1:	1819 Fifth Avenue North
Address Line 4:	Birmingham, ALABAMA 35203-2104
NAME OF SUBMITTER:	Crystal G. Wilkerson
Total Attachments: 4	
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PATENT
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BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made, executed and delivered as of December 19, 2003, to be effective as of January 1, 2004 at 12:10 a.m., Birmingham, Alabama time (the "Effective Time"), by VULCAN MATERIALS COMPANY, a New Jersey corporation ("Seller"), in favor of VULCAN CONSTRUCTION MATERIALS, LP, a Delaware limited partnership ("Buyer").

WITNESSETH:

WHEREAS, Seller is the sole general partner of Buyer;

WHEREAS, Vulcan Construction Materials, LLC ("VCM, LLC"), a Delaware limited liability company wholly owned by Seller, distributed and transferred certain assets to Seller (the "VCM, LLC Assets") pursuant to a Bill of Sale dated as of even date herewith and effective as of January 1, 2004 at 12:05 a.m., Birmingham, Alabama time, a copy of which is attached hereto as Exhibit A (the "VCM, LLC Bill of Sale");

WHEREAS, Seller desires to contribute and transfer all of the VCM, LLC Assets to Buyer in consideration for Seller's general partnership interest in Buyer; and

WHEREAS, the transactions contemplated by this Bill of Sale will be disregarded for federal income tax purposes.

NOW, THEREFORE, in consideration of the premises and the other valuable consideration given by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, the Buyer and Seller hereby agree as follows:

Section 1. As of the Effective Time, Seller hereby contributes, sells, transfers, conveys, assigns and delivers to Buyer all right, title or interest in and to all of the VCM, LLC Assets, including, but not limited to, the following:

a. Equipment and Personal Property: All of Seller's right, title and interest in and to the items of equipment and personal property set forth on Exhibit B to the VCM, LLC Bill of Sale;

b. Technology: All of Seller's right, title and interest in and to all VCM, LLC Assets constituting technical information and know-how, confidential and non-confidential, including all computer software currently installed in the personal computers, patterns, plans, designs, research data, trade secrets and other proprietary know-how, formulae and manufacturing, sales, service or other processes, operating manuals, drawings, technology, equipment and parts lists (with related descriptions and instructions), manuals, data, records, procedures, analytical methods, sources and specifications for raw materials, general health and safety information, environmental compliance and regulatory information, research and development records and

reports and other documents relating to the foregoing, and all licenses, approvals, authorizations or other rights to use intellectual property rights of others;

c. Business Information: All of Seller's right, title and interest in and to all VCM, LLC Assets constituting business information and related books and records, including files, computer discs and tapes, invoices, credit and sales records, personnel records (subject to applicable law), customer lists and customer data bases (including customer contracts and agreements), supplier lists (including supplier cost information), manuals, drawings, business plans and other plans and specifications, accounting books and records, sales literature, current price lists and discounts, promotional signs and literature, marketing and sales programs and manufacturing and quality control records and procedures, including all customer lists, supplier lists, and current price lists and discounts;

d. Governmental Permits: To the extent transferable, all of Seller's right, title and interest in and to all VCM, LLC Assets constituting federal, state, local and other governmental licenses, permits, approvals, authorizations, license applications, registrations and other rights;

e. Claims: All of Seller's claims, causes of action and rights to damages or profits as were transferred and distributed to Seller by the VCM, LLC Bill of Sale; and

f. Goodwill: All of Seller's right, title and interest in the goodwill transferred to Seller by the VCM, LLC Bill of Sale.

Section 2. At any time after the Effective Time, Seller agrees to cooperate with Buyer to execute and deliver such other documents, instruments of transfer or assignment, files, books and records and do all such further acts and things as are reasonably necessary or requested to carry out the transactions contemplated herein.

Section 3. Anything in this Bill of Sale to the contrary notwithstanding, this Bill of Sale shall not constitute a sale, assignment, transfer or conveyance or an attempted sale, assignment, transfer or conveyance of any lease, contract, license, agreement, sales or purchase order, commitment, property interest, qualification or other asset to be sold, assigned, transferred or conveyed to Buyer or any claim, right or benefit arising thereunder or resulting therefrom (the "Interests"), to the extent that such Interests cannot be sold, assigned, transferred or conveyed without the approval, consent or waiver of the issuer thereof or the other party thereto or any third person (including a government or governmental unit) and such approval, consent or waiver has not been obtained, or such sale, assignment, transfer or conveyance or attempted sale, assignment, transfer or conveyance would constitute a breach thereof or a violation of any law, decree, order, regulation or other governmental edict (any of the foregoing, individually, a "Transfer Restriction"). In such event, Seller shall take such reasonable and economic actions as may be necessary to prevent, cure or waive such Transfer Restriction with respect to such Interests and, until such Transfer Restriction is so prevented, removed, cured or waived, such Interests and any other assets received in payment or in exchange for any of such Interests shall be retained by Seller (the "Retained Interests"). Notwithstanding anything in this Bill of Sale to the contrary, if a Transfer Restriction applies to any VCM, LLC Contract (as defined in the Assignment and Assumption Agreement between Seller and Buyer dated as of even date

herewith), and, in accordance with said Assignment and Assumption Agreement, such VCM, LLC Contract is not assigned to Buyer, Seller shall be entitled to have access to all of the assets transferred by Seller to Buyer for purposes of performing Seller's obligations under such VCM, LLC Contracts.

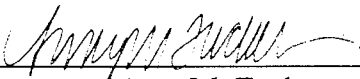
Section 4. This Bill of Sale shall be binding upon, and inure to the benefit of, all the parties hereto and their respective successors, legal representatives and permitted assigns.

Section 5. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

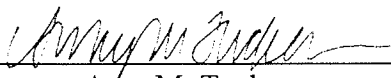
[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed by their duly authorized representatives as of the date first above written.

VULCAN MATERIALS COMPANY

By 
Amy M. Tucker
Its Assistant Secretary

VULCAN CONSTRUCTION MATERIALS, LP

By 
Amy M. Tucker
Its Assistant Secretary