Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/26/2007

CONVEYING PARTY DATA

Name	Execution Date
Carson Industries LLC	07/26/2007

RECEIVING PARTY DATA

Name:	Oldcastle Precast, Inc.	
Street Address:	1002 15th Street S.W.	
Internal Address:	Suite 110	
City:	Auburn	
State/Country:	WASHINGTON	
Postal Code:	98001-6502	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6141916

CORRESPONDENCE DATA

Fax Number: (303)863-0223

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

3038639700 Phone:

Email: cmueller@sheridanross.com

Correspondent Name: Sheridan Ross P.C. Address Line 1: 1560 Broadway Address Line 2: Suite 1200

Address Line 4: Denver, COLORADO 80202-5141

NAME OF CURNITIES.	ConstruM Musellan
ATTORNEY DOCKET NUMBER:	4233CI-10

NAME OF SUBMITTER: Craig W. Mueller

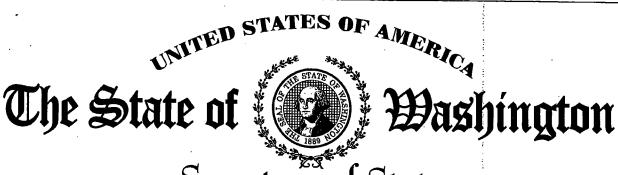
Total Attachments: 7

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PATENT REEL: 021849 FRAME: 0220



PATENT REEL: 021849 FRAME: 0221



Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

OLDCASTLE PRECAST, INC.

WA Profit Corporation UBI: 171-004-504

Filing Date: August 1, 2007

Merging Entities:

602-006-361

CARSON INDUSTRIES LLC DBA DELAWARE CARSON

INDUSTRIES LLC



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

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ARTICLES OF MERGER OF CARSON INDUSTRIES LLC

INTO

OLDCASTLE PRECAST, INC.

FILED SECRETARY OF STATE SAM REED

August 1, 2007

STATE OF WASHINGTON

UNDER SECTION 23B.11.110 OF THE WASHINGTON BUSINESS CORPORATION ACT

To the Secretary of State State of Washington

Pursuant to Section 23B.11.050 of the Washington Business Corporation Act (the "WBCA"), Oldcastle Precast, Inc., a Washington corporation ("OPP"), does hereby submit the following Articles of Merger and certifies that:

- 1. An Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A, has been authorized and approved by the Board of Directors of OPI and the sole member of Carson Industries LLC, a Delaware limited liability company ("Carson"), for the purpose of merging Carson with and into OPI, in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Sections 23B.11.040 and 23B.11.070 of the WBCA (the "Merger").
- 2. Under Section 23B.11.040 of the WBCA, the Plan of Merger was not required to be submitted to the shareholder of OPL. The sole member of Carson has approved the Merger pursuant to Section 18-209 of the DLLCA.
- 3. The Merger is permitted by the laws of the State of Delaware and Carson has complied with all applicable provisions of such laws with respect to the Merger.

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08/01/2007 WED 14:00 [TX/RX ND 7496] 2003

PATENT REEL: 021849 FRAME: 0223 IN WITNESS WHEREOF, Oldcastle Precast, Inc. has caused these Articles of Merger to be executed by a duly authorized officer and such officer hereby affirms, under penalty of penjury, that these Articles of Merger are the act and deed of such corporation and that the facts stated herein are true.

Dated: July 26, 2007

OLDCASTLE PRECAST, INC.

a Washington corporation

By: Name:

Mark Schack

Tille:

President

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Exhibit A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of July 26, 2007, between Carson Industries LLC, a Delaware limited liability company ("Carson"), and Oldcastle Precast, Inc., a Washington corporation ("OPI" and collectively with Carson, the "Constituent Entities") provides for the merger of Carson with and into OPI pursuant to the provisions of Chapter 23B.11 of the Washington Business Corporation Act (the "WBCA") and 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") (the "Merger").

RECITALS

- A. The Board of Directors of OPI and the sole member of Carson have approved this Plan of Merger and deem it advisable and in the best interest, respectively, of OPI and Carson to enter into the Merger.
 - B. Carson is a wholly-owned subsidiary of OPI.
- C. OPI is the sole member of Carson and shall be the surviving entity after the Merger.

TERMS OF THE MERGER

- 1. Merger. At the Effective Time (as hereinafter defined) and pursuant to the provisions of Washington and Delaware law and upon the terms and conditions set forth in this Agreement, Carson shall be merged with and into OPI, with OPI being the sole surviving corporation. As a result of the merger, the separate existence of Carson will cease. All of the membership interests in Carson will be canceled without any action by any of the parties. The shares of capital stock of OPI that are issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger.
- 2. <u>Effective Time</u>. The Merger shall be effective as of 11:59 PM Eastern Daylight Time on August 1, 2007 (the "Effective Time").
- 3. Articles and Bylaws. The Articles of Incorporation and Bylaws of OPI, as in effect immediately prior to the Effective Time and without amendment, shall be the Articles of Incorporation and Bylaws of OPI, as the surviving entity, after the Effective Time and until amended in accordance with the provisions thereof and applicable law.
- 4. <u>Directors and Officers</u>. The directors and officers of OPI, immediately prior to the Effective Time and without change, shall be the directors and officers of OPI, as the surviving corporation, after the Effective Time and until changed in accordance with the provisions of OPI's Articles of Incorporation and By-Laws and applicable law.
- 5. Effect. At the Effective Time, the Merger will have the effect set forth in Washington and Delaware law.
 - 6. <u>Indemnification and Exculpation</u>.

- (a) To the fullest extent permitted by the law of the State of Delaware, none of (i) any former member of Carson (in their capacity as members (the "Former Members")), (ii) the representatives on Carson's former management committee, (iii) the affiliates, agents, officers, partners, employees, representatives, directors, members or shareholders of any Former Member or any Former Member's representative on the management committee or (iv) Carson (collectively, the "Indemnitees") acting in accordance with the provisions of Carson's operating agreement in force at the time of the applicable act or inaction shall be liable, responsible, or accountable, in damages or otherwise, to OPI as successor to Carson or any Former Member thereof for doing any act or failing to do any act, the effect of which may cause or result in loss or damage to OPI as successor to Carson or such Former Member if: (i) the act or failure to act of such Indemnitee was in good faith, in a manner it reasonably believed to be within the scope of such Indemnitee's authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of Carson; and (ii) the conduct of such Indemnitee did not constitute fraud, willful misconduct, gross negligence or a material breach of a material provision of Carson's operating agreement as in force at the time of such act or inaction in question.
- (b) OPI as successor in interest to Carson shall defend, indemnify and hold harmless any Indemnitee to the greatest extent permitted by the law of the State of Delaware against any liability or loss as a result of any claim or legal proceeding by any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or government or any department or agency thereof for any entity similar to the forgoing (including by or through Carson and/or any member of Carson) relating to the performance or nonperformance of any act concerning the activities of Carson if: (i) the act or failure to act of such Indemnitee was in good faith, within the scope of such Indemnitee's authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of Carson; and (ii) the conduct of such Indemnitee did not constitute fraud, willful misconduct, gross negligence or a material breach of a material provision of Carson's operating agreement as in force at the time of such act or inaction in question. The indemnification authorized by this Section 6(b) shall include any judgment, award, settlement, the payment of reasonable attorneys' fees and other expense (not limited to taxable costs) incurred in settling or defending any claims, threatened action or finally adjudicated legal proceeding.
- (c) From time to time, as requested by an Indemnitee hereunder, such attorneys' fees and other expenses shall, if OPI determines that the Indemnitee has met the standards set forth in this Section 6 (taking into account, among other things, the availability of security for any repayment obligation on the part of the Indemnitee), be advanced by OPI prior to the final disposition of such claims, actions or proceedings upon receipt by OPI of an undertaking, reasonably acceptable to OPI, by or on behalf of such Indemnitee to repay such amounts if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized hereunder.
- (d) Any indemnification by OPI provided hereunder shall be satisfied solely out of assets of OPI as an expense of OPI.
- (e) The provisions of this Section 6 are for the benefit of the Indemnitees and shall not be deemed to create any rights for the benefit of any other person, entity, organization, affiliation, limited liability company, partnership or other unincorporated associations or entities.

- (f) The provisions of this Section 6 shall expire on the sixth anniversary of the Effective Date. Any early termination or amendment of this Section 6 shall not adversely affect any right or protection afforded to any Indemnitee to the extent it is in effect at the time of such termination or amendment.
- (g) The indemnification provided by this Section 6 is intended to be non-exclusive and can be expanded at the discretion of OPI, including by contract and otherwise.
- (h) The obligations of any Indemnitee to OPI under the terms of the Interest Purchase Agreement dated June 8, 2007 among OPI, Carson and the other parties thereto shall not be limited by the foregoing.
- 7. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be legal, valid, and enforceable.
- 8. Amendment: Termination. This Agreement may be amended or modified only by written instrument duly executed by each of the parties hereto. The parties hereto may amend this Agreement at any time prior to the time the Article of Merger and Certificate of Merger become effective, subject to any limitations under Washington and Delaware law. This Agreement may be terminated by the parties, notwithstanding approval of the agreement by the shareholders or members of such entities.
- 9. Further Assurances. The parties agree to take further actions and execute and deliver other documents, certificates, agreements, and other instruments as may be reasonably necessary or desirable to implement transactions contemplated by this Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts and by facsimile or digital signature, each of which will be deemed an original and all of which will constitute one instrument

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned, constituting the Constituent Entities, pursuant to the authority given them, respectively, by the Boards of Directors of the Constituent Entities, have caused this Agreement and Plan of Merger to be executed as of the date first written above.

CARSON INDUSTRIES LLC

Name: Mark Schack Title: President

OLDCASTLE PRECAST, INC.

Name: Mark Schack Title: President

TOTAL P.08

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