PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Hydropave, LLC	01/01/2012

RECEIVING PARTY DATA

Name:	Pavestone, LLC	
Street Address:	3490 Piedmont Rd., N.E.	
Internal Address:	One Securities Centre	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30305	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5775838
Patent Number:	6079902

CORRESPONDENCE DATA

(614)227-2100 Fax Number:

Email: mmartin-jones@porterwright.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Melanie Martin-Jones

Address Line 1: 41 S High St

Porter Wright Morris & Arthur, LLP Address Line 2:

Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	PAVESTONE
NAME OF SUBMITTER:	Melanie Martin-Jones

Total Attachments: 7

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PATENT REEL: 027796 FRAME: 0855

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Assignment") is made and dated as of the date executed but effective as of 12:01 a.m. on January 1, 2012, by and between each ASSIGNOR listed below (together, "Assignors"), and Pavestone, LLC, a Delaware limited liability company ("Assignee") and is effective.

WHEREAS, Assignor wishes to assign all right, title and interest in those patents and patent applications identified and set forth below on Schedule A (the "Patents"); and

WHEREAS, pursuant to 1) an employment agreement or 2) the Asset Purchase Agreement dated December 6, 2011 ("Effective Date"), Assignor has agreed to sell, transfer, assign and deliver to Assignee, and Assignee has agreed to acquire and accept from the Assignor all of Assignor's right, title and interest in, to and under the Patents (the "Rights"); and

WHEREAS, Assignee wishes to acquire all of Assignors' right, title and interest in and to the Patents together with all foreign rights corresponding thereto as hereinafter more fully set forth.

NOW THEREFORE, for good and valuable consideration, Assignors and Assignee, each intending to be legally bound, agree as follows:

- 1. Each Assignor hereby sells, assigns, and transfers to Assignee all of its right, title and interest of every kind and character throughout the world in and to the Patents, including any patents that may issue thereon, and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all damages or payments due or payable as of the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- Assignor authorizes and requests the U.S. Commissioner of Patents and Trademarks and foreign Patent Offices to record Assignee as the owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. Each Assignor represents that, to the best of Assignor's knowledge:
 - a) Assignor has the legal right to assign all the rights it purports to assign herein;

Page 1

- b) No claim or proceeding is pending or threatened against Assignor asserting that the Patents infringe upon the rights of any other person; and,
- c) No outstanding agreement or encumbrance is in existence that is inconsistent with the provisions of this Agreement.
- 4. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
- 5. This Agreement may be executed in several counterparts and all so executed shall constitute one and the same agreement binding on all parties hereto, notwithstanding that all parties have not signed the same counterpart or that any such counterpart does not have attached copies of all signature pages attached hereto that constitute part of this Agreement.

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers (as applicable) as of the Effective Date.

Assignee

Pavestone, LLC
Pavestone, LLC By: Quikrete Holdings, Inc., its sole member
W/2: D 34 :11
William R. Magill
Chief Financial Officer

STATE OF Keoking)
SS:
COUNTY OF Kellow)

before me the undersigned, a Notary Public, personally appeared William & MARIX personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument for the purposes therein contained.

WITNESS my hand and official seal.

Notary Public

Date

My commission explicits aboth Kaplan (SEAL)

Notary Public Cobb County, Georgia My Commission Expires

Page 2

November 30 2012

Assignor

PAVESTONE COMPANY, LLC

COUNTY OF DALLAS

before me the undersigned, a Notary Public, personally appeared basis of satisfactory evidence to be the person who executed the within instrument, executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument for the purposes therein contained.

WITNESS my hand and official seal.

SEMONARY OF TEXAS

My commission expires: _

Assignor

HYDROPAVELLE

Printed Name: Robert J. Schlegel

STATE OF TOTALS

COUNTY OF DALLAS

before me the undersigned. a Notary Public, personally appeared

Live I S. North Sectionally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument for the purposes therein contained.

WITNESS my hand and official seal.

Michal Public

My commission expires:

Date

Date

(SEAL)

OTAR

TEXAS

Page 4

Assignor

VENEERSTONE, LLE

Printed Name:

Robert J Sinlegel

STATE OF TEXAS

COUNTY OF DALLIS

before me the undersigned, a Notary Public, personally appeared

**Control Section 1. Section 1. Section 1. Section 2. Section 1. Section 2. Section 1. Section 2. Se

WITNESS my hand and official seal.

Michaelfuly Notary Public

My commission expires: 7/24/2013

Date

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Page 5

Schedule A PATENTS/APPLICATIONS

1) UNITED STATES Patent No. 8,028,688

CONCRETE BLOCK SPLITTING AND PITCHING APPARATUS AND METHOD

Inventors: Karau, William; Marx, Joerg

filed 10/18/2006 Application No. 11/583,592 issued 10/04/2011

OWNER: PAVESTONE COMPANY, L.P.

2) UNITED STATES No. 11/583,192

MASONRY BLOCK MULTI-SPLITTING APPARATUS AND METHOD

Inventors: Karau, William; Marx, Joerg

filed 10/18/2006

OWNER: PAVESTONE COMPANY, L.P.

3) UNITED STATES Patent No. 7,766,002

CONCRETE BLOCK SPLITTING AND PITCHING APPARATUS AND METHOD

Inventors: Karau, William; Marx. Joerg; Davis, Tommy W. filed 10/18/2006 Application No. 11/583,194 issued 08/03/2010

OWNER: PAVESTONE COMPANY, L.P.

4) UNITED STATES Patent No. 5,429,451

A GRID MATRIX SYSTEM INCLUDING INTERCONNECTED REVEIMENT BLOCKS

Inventors: Pettee, Gary K., Jr.

filed 4/30/1993 Application No. 08/056,309 issued 7/4/1995

OWNER: PAVESTONE COMPANY, L.P.

5) CANADA Patent No. 2121286

A GRID MATRIX SYSTEM INCLUDING INTERCONNECTED REVETMENT BLOCKS

Inventors: Pettee, Gary K, Jr. filed 4/14/1994 issued 5/30/2006 OWNER: HYDROPAVE L.P.

6) UNITED STATES Patent No. D459,006

CURVED DECORATIVE PICKET EDGE LANDSCAPE STONE

Inventors: Staten, Bobby L.; Scullion, Bret H.; Davis, Tommy filed 9/22/2000 Application No. 29/130,107 issued 06/18/2002

OWNER: PAVESTONE COMPANY

7) UNITED STATES Patent No. 6,591,547

DECORATIVE EDGING WITH BIDIRECTIONAL, INTERLOCKING JOINTS

Inventors: Staten, Bobby L.; Scullion, Bret; Davis, Tommy filed 9/26/2000 Application No. 09/670,860 issued 7/15/2003

OWNER: PAVESTONE COMPANY

8) UNITED STATES Patent No. D448,857

DECORATIVE PICKET EDGE LANDSCAPE STONE

Inventors: Staten, Bobby L.; Scullion, Bret H.; Davis, Tommy filed 9/22/2000 Application No. 29/129,892 issued 10/02/2001

OWNER: PAVESTONE COMPANY

Page 6

9) UNITED STATES Patent No. D479,341 DECORATIVE LANDSCAPE EDGE BLOCK

Inventors: Scullion. Bret; Chabrek, Sam

filed 7/3/2002 Application No. 29/163,476 issued 9/2/2003

OWNER: PAVESTONE COMPANY

10) UNITED STATES Application No.12/099,449

INTERLOCKING STRUCTURAL BLOCK AND METHOD OF MANUFACTURE

Inventors: Karau, William

filed 5/22/2008

OWNER: PAVESTONE COMPANY, L.P.

11) ABANDONED UNITED STATES Application No. 12/125,667

MATERIAL DOSING AND MOLD FILLING APPARATUS AND METHOD OF OPERATION

Inventors: Flynn, Christopher T.; Nix, Wyndon K.; Mitchell, Edward C.; Gwynn, Andrew J.; Karau,

William

filed 5/22/2008

OWNER: VENEERSTONE, LP

12) UNITED STATES Patent No. 5,775,838

BLOCK BLANKET EROSION CONTROL SYSTEM

Inventors: Pettee, Gary K., Jr.

filed 2/7/1996 Application No. 08/597,924 issued 7/711998

OWNER: HYDROPAVE, L.P.

13) UNITED STATES Patent No. 6,079,902

REVETMENT SYSTEM

Inventors: Pettee, Gary K., Jr.

filed 6/26/1998 Application No. 09/105,917 issued 6/27/2000

OWNER: HYRDOPAVE LLC

14) UNITED STATES Application No. 12/848,800 (Pub 20100313868)

CONCRETE BLOCK SPLITTING AND PITCHING APPARATUS AND METHOD

Inventors: Karau, William; Marx, Joerg; Davis, Tommy

filed 8/12/2010

OWNER: PAVESTONE COMPANY, L.P.

Page 7