

11-18-2008

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To the Director of the U. S. Patent and Trademark Office

Send to the new address(es) below.

**1. Name of conveying party(ies):**

PPG Industries Ohio, Inc.  
3800 West 143rd Street  
Cleveland, OH 44111

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) April 21, 2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Lite Fibers LLC

Internal

Address: \_\_\_\_\_

Street Address: 812 Marion Avenue

City: Ellwood City

State: Pennsylvania

Country: U.S.A. Zip: 16117

- Association
- General Partnership
- Limited Partnership
- Corporation

Other Limited Liab. Co. Citizenship Pennsylvania, U.S.A.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,554,673

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Price & Adams

Internal Address: \_\_\_\_\_

Street Address: 4135 Brownsville Road

P.O. Box 98127

City: Pittsburgh

State: Pennsylvania Zip: 15227

Phone Number: (412) 882-7170

Fax Number: (412) 884-6650

Email Address: paip.law@verizon.net

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*John M. Adams*  
Signature

November 12, 2008

Date

John M. Adams

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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## EXHIBIT B

### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment Agreement"), including any and all Schedules and Exhibits, is entered into as of the 21st day of April, 2006, by and between PPG Industries, Inc., a Pennsylvania corporation having a place of business at One PPG Place, Pittsburgh, PA 15272, PPG Industries Ohio, Inc., a Delaware Corporation having a place of business at 3800 West 143<sup>rd</sup> Street, Cleveland, Ohio (PPG), and Lite Fibers LLC, a Pennsylvania limited liability company, with its principle offices at 275F Heather Circle, Lexington, North Carolina 27295 ("Assignee").

WHEREAS, PPG and PPG Ohio (collectively "the PPG parties") have developed and commercially utilized products, processes and apparatus represented by the patent and trademark portfolio set forth in Schedule 2 appended hereto and related know-how and trade secrets relating to PPG's HERCUFLEX telecommunications reinforcement product line that constitute intellectual property rights of PPG Ohio;

WHEREAS, Assignee wishes to purchase the HERCUFLEX business and PPG is willing to sell said business to Assignee under the terms and for the consideration set forth in an accompanying Sales Agreement between the parties hereto, and PPG Ohio is willing to assign HERCUFLEX intellectual property rights to Assignee in conjunction with that sale;

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Assignment Agreement and in the Sales Agreement, intending to be legally bound, the parties hereto mutually agree as follows:

1. The following terms shall have the meanings set forth in this section whenever used in this Assignment Agreement:

(a) "Know-how" means technical information, including trade secrets, directed to the manufacture and sale of coated glass fiber products employed for reinforcement of telecommunications wires or cables and other coated glass fiber products heretofore sold by PPG under the name HERCUFLEX, which the PPG parties have in their possession and which the PPG parties are free to disclose and assign to Assignee as of the effective date of this Assignment Agreement.

(c) "HERCUFLEX Intellectual Property" means the patents and trademarks set forth in Schedule 2 and Know-how as defined in 1(a) herein, which are owned by PPG Ohio and which the PPG parties are legally capable of assigning to Assignee.

2. Subject to the license-back provisions of EXHIBIT C, the PPG parties hereby irrevocably assign to Assignee, and Assignee hereby accepts, all right, title and interest in and to HERCUFLEX Intellectual Property, including the goodwill of the business symbolized by the trademarks indicated in Schedule 2. Such assignment to Assignee shall include the PPG parties' right to enforce any of the patents and to recover damages for any infringement of any of the patents retroactively to the issue date of the relevant patents, as well as to obtain any other relief available under applicable law, from any third party infringer of any of the patents in the field of glass fiber products employed for reinforcement of telecommunications wires or cables. Assignee shall be solely responsible for costs associated with any such patent enforcement action.

3. As of the effective date of this Assignment, Assignee accepts responsibility to make all official payments and to take any other action required to maintain the patents and trademarks set forth in Schedule 2.

4. Each party shall be responsible for the payment of its costs and expense of any kind whatsoever incurred in connection with the execution of this Assignment Agreement and in carrying out its respective obligations hereunder, and neither party shall make any claim against the other party for indemnity or reimbursement of such other costs incurred. Each party will cooperate with the other in executing any document necessary to carry out the provisions and intent of this Assignment Agreement, including, but not limited to, the execution and delivery of any document in support of the assignment of the PPG parties' rights and the transfer of such rights and property to Assignee.

5. Assignee agrees not to use PPG's name, corporate identity, trade dress, nor any PPG trademark not included in Schedule 2, in connection with sales, marketing, or other promotion of products or services offered by Assignee.

6. Files relating to the patents set forth in Schedule 2 shall be transferred from the PPG parties to Assignee in a manner mutually agreed to by the parties. Assignee agrees to preserve PPG files transferred to Assignee hereunder for a period of ten (10) years and to permit the PPG parties to have access thereto in the event of any litigation or regulatory action that may require discovery of such files.

7. Assignee hereby agrees to be responsible for all claims or demands made against the PPG parties arising out of Assignee's use or disposition of the property rights assigned under this Assignment Agreement, including any claims of product liability or any claim against the PPG parties involving any claims, costs, damages judgments or other liabilities, including special, indirect, or consequential damages, and attorney fees under any theory of liability, or violation of any laws or regulations by Assignee or its employees or by Assignee's use or disposition of the property rights assigned under this Assignment Agreement.

8. Assignee shall not assume any responsibility for any claim, cost or damages arising from the PPG parties' possession and/or use of the property rights assigned under this Assignment Agreement prior to the effective date of this Assignment Agreement. The PPG

parties agree to (i) assume all risk and liability and defend lawsuits arising out of or in the course of its use of the property rights assigned under this Assignment Agreement at any time prior to the effective date of this Assignment Agreement only, and (ii) release, indemnify, defend and hold harmless Assignee from any claims, costs, damages judgments or other liabilities, including special, indirect, or consequential damages, and attorney fees under any theory of liability, arising out of or in the course of the PPG parties' possession and/or use of the property rights assigned under this Assignment Agreement at any time prior to the effective date of this Assignment Agreement only.

9. In the event that any provision of this Assignment Agreement is determined to be invalid or unenforceable under any applicable law or regulation, such provision shall be severed and the remaining provisions shall be valid and enforceable, unless the severance of such provision repudiates the consideration of one of the parties.

10. This Assignment Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this

Assignment Agreement on the date first above written.

PPG INDUSTRIES, INC., a Pennsylvania corporation

By: Victoria M. Holt  
Name: Victoria M. Holt  
Title: Sr. V.P. Sales & Mktg

PPG INDUSTRIES OHIO, INC., a Delaware corporation

By: Donna Ann Walker  
Name:  
Title:

LITE FIBERS LLC , a Pennsylvania limited liability  
company

By: Robert B. Rau Peggy C. Rau  
Name: Robert B. Rau Peggy C. Rau  
Title: MEMBERS Members.

**SCHEDULE 2**

**HERCUFLEX INTELLECTUAL PROPERTY**

**PATENTS**

PPG Case 9024  
US 5,197,202 (All foreign counterparts lapsed)

PPG Case 1077P1  
US 5,827,612 (No foreign)

PPG Case 1077D1  
US 5925462 (No foreign)

PPG Case 1077P2  
US 6,004,676 (No foreign)

PPG Case 1055D3  
US 6,379,794 (No foreign)

PPG Case 1889A1  
U.S. Serial No. 10/754,944 Pending  
U.S. Publ. No. 2004/0176546 A1  
Canadian Appln. No. 2455019 Pending  
Mexican Appln. No. 2004-000247 Pending

SCHEDULE 2 (Cont.)

TRADEMARKS

HERCUFLEX – U.S. Registration No. 1,554,673

Outside the U.S.:

	Reg. No.	Country	Status
HERCUFLEX	A464561	AUSTRALIA	REGISTERED
HERCUFLEX	443270	BENELUX	REGISTERED
HERCUFLEX	1450926	FRANCE	REGISTERED
HERCUFLEX	1186175	GERMANY	REGISTERED
HERCUFLEX	523283	ITALY	REGISTERED
HERCUFLEX	2181568	JAPAN	REGISTERED
HERCUFLEX	2181568	JAPAN	REGISTERED
HERCUFLEX	2178184	JAPAN	REGISTERED
HERCUFLEX	2405489	JAPAN	REGISTERED
HERCUFLEX	140143	NORWAY	REGISTERED
HERCUFLEX	172103	SOUTH KOREA	REGISTERED
HERCUFLEX	172102	SOUTH KOREA	REGISTERED