## Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MTI SPECIALTY SILICONES INC.		04/30/2009	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Rogers Corporation	
Street Address:	One Technology Drive	
City:	Rogers	
State/Country: CONNECTICUT		
Postal Code: 06263		
Entity Type: CORPORATION: MASSACHUSETTS		

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2299337	MF SILTEC
Registration Number:	2299338	MF1
Registration Number:	2337157	MAGNIFOAM
Registration Number:	2893508	MF8000

#### **CORRESPONDENCE DATA**

Fax Number: (860)286-0115

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

Phone: (860)286-2929

Email: TM-CT@cantorcolburn.com Correspondent Name: George A. Pelletier, Jr. Address Line 1: Cantor Colburn LLP

Address Line 2: 20 Church Street, 22nd Floor

Address Line 4: Hartford, CONNECTICUT 06103-3207

ATTORNEY DOCKET NUMBER: RGT0593AXX

NAME OF SUBMITTER: George A. Pelletier, Jr.

TRADEMARK 900149131 REEL: 004107 FRAME: 0902

Signature:	/gapjr/
Date:	12/04/2009
Total Attachments: 5 source=Assignment MTI Specialty Silicones	to Rogers Corp#page2.tif to Rogers Corp#page3.tif to Rogers Corp#page4.tif

### ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, MTI Specialty Silicones Inc., a Delaware corporation, having offices at 8020 Whitepine Road, Richmond VA 23237, and/or MTI Leewood GmbH, a corporation organized under the laws of Germany with offices at Walter-Geerdes-Straβe 22, 28307, D-28307 Bremen, Germany (collectively, the "Assignor"), has adopted, used, is using and is the owner of the intellectual property set forth on *Schedule A* hereto; and

WHEREAS, Rogers Corporation, a Massachusetts corporation offices at One Technology Drive, Rogers, CT 06263 (the "Assignee"), is desirous of acquiring all right, title and interest in, to and under said intellectual property, including all goodwill associated therewith, and Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all rights, title and interest in, to and under said intellectual property, including all goodwill associated therewith, that it may have.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to that certain Asset Purchase Agreement, dated as of March 23, 2009, between the parties (the "Purchase Agreement"), the Assignor hereby assigns, sells, transfers, grants and sets over to Assignee, as of the Closing Date (as such term is defined in the Purchase Agreement), all of its right, title and interest in, to and under said intellectual property, together with all goodwill of the business symbolized by said intellectual property and any registration thereof, all common law rights thereto and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (collectively, the "Assigned Intellectual Property Rights").

The Assignor hereby warrants and represents that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee, (ii) it has not executed and will not so execute, any agreement in conflict herewith, and (iii) it will execute any and all other instruments which may be reasonably necessary to perfect and evidence the Assignee's ownership of said intellectual property and the Assigned Intellectual Property Rights herein conveyed, at the Assignee's expense. Notwithstanding the foregoing, the parties acknowledge and agree that (A) Assignor is not transferring to Assignee any right, title or interest to the Groendyk Milton Sponge Formulations, and (B) Assignor is transferring to Assignee an undivided ownership interest in, to and under the Shared Groendyk Richmond Formulations and all Intellectual Property related thereto (both set forth on *Schedule A* hereto), in each case subject to the terms and conditions of the Purchase Agreement.

This assignment shall be binding on, and shall accrue to the benefit of, the parties hereto and their respective successors and permitted assigns, and may be amended or modified only by written agreement of the parties hereto. This assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts

of law principles, except and to the extent that any mandatory Laws of Germany apply to the transfer of the Assigned Intellectual Property Rights described herein. This assignment may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall institute one and the same instrument. The failure of either party to require the performance of a term or obligation or to exercise any right under this Agreement or the waiver of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or exercise of such right or the enforcement at any time of any other right hereunder or be deemed a waiver of any subsequent breach of the provision so breached, or of any other breach hereunder. In the event that any court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this assignment shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court determines it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this assignment shall nevertheless remain in full force and effect. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date set forth below.

ACCEPTED AND AGREED:	ASSIGNOR:
ROGERS CORRORATION	MTI SPECIALTY SILICONES INC.
10-120	
By: DUN	Ву:
Name: Peter & Kaczmarek	By: Name: William J. Neill
Its: Vice President, High Performance	Its: President and Chief Executive Officer
Foams and Information Technology	
<i>-</i>	
Dated: 400, 2009	Dated:, 2009
•	
	MTI LEEWOOD GMBH
	Ву:
	Name: William J. Neill
	Its: Managing Director
	,
	D . 1 2000

(Signature page to Assignment of Intellectual Property)

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date set forth below.

ACCEPTED AND AGREED:	ASSIGNOR:
ROGERS CORPORATION	MTI SPECIALTY SILICONES INC.
Ву:	By:
Name: Peter G. Kaczmarek	Name: William J. Neill
Its: Vice President, High Performance Foams Division	Its: President and Chief Executive Officer
Dated:, 2009	Dated: April 30, 2009
	MTI LEEWOOD GMBH
	Name: William J. Neill
	Its: Mouroid India Director
•	Dated: <u>April 30</u> , 2009

(Signature page to Assignment of Intellectual Property)

## Schedule A

## **Assigned Intellectual Property**

# **Trademarks and Patents**

## A. MTI Specialty Silicones Inc.

# Canadian Trademarks

	TM	Application No.	Registration No.
1.	MagniFoam	0852965	TMA503985
2.	MF1	0852964	TMA503983
3.	MF Siltec	0852963	TMA503981

# U.S. Trademarks

	TM	Application No.	Registration No.
4.	MagniFoam	75414022	2337157
5.	MF1	7540664\$	2337157 2299338
6.	MF Siltec	75406646	2299337
7.	MF8000	78311302	2893508

KR.

1 of 8