

TRADEMARK ASSIGNMENT

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
W. R. Grace & Co.-Conn.		03/08/2012	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA	
Name:	Verifi LLC
Street Address:	4992 Rialto Road
City:	West Chester
State/Country:	OHIO
Postal Code:	45069
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2861305	VERIFI
Registration Number:	3661671	VERIFI
Registration Number:	3700205	VERIFI

CORRESPONDENCE DATA	
Fax Number:	(617)234-7508
Phone:	617-498-4584
Email:	cambridge.trademarks@grace.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Craig K. Leon
Address Line 1:	62 Whittemore Ave
Address Line 2:	Patent Dept.
Address Line 4:	Cambridge, MASSACHUSETTS 02140

ATTORNEY DOCKET NUMBER:	L09097-09187-09190
NAME OF SUBMITTER:	Anne Zaccheo

CH \$90.00 2861305

Signature:	/anne zaccheo/
Date:	03/12/2012
Total Attachments: 4 source=VERIFI TM ASSIG-1#page1.tif source=VERIFI TM ASSIG-2#page1.tif source=VERIFI TM ASSIG-3#page1.tif source=VERIFI TM ASSIG-4#page1.tif	

(GLOBAL) TRADEMARK ASSIGNMENT

This Assignment, which shall be effective on the date signed by the last of the parties to sign, is made by and between

W. R. GRACE & CO.-CONN., a Connecticut corporation, having an office at 7500 Grace Drive, Columbia, Maryland, USA, acting through its Grace Construction Products business, 62 Whittemore Avenue, Cambridge, Massachusetts 02140 USA (hereinafter "Assignor"); and

VERIFI LLC, a limited liability corporation, formed under the laws of the Delaware, having an office and place of business at 4992 Rialto Road, West Chester, OH 45069 USA (hereinafter "Assignee").

Witnesseth:

WHEREAS, Assignor is the owner of various VERIFI trademarks, trademark registrations, and applications for trademark registrations in the United States and certain other countries, including, without limitation, those identified in the attached Schedule A, including the goodwill of the business symbolized by said trademarks, trademark applications, and registrations (which altogether are referred to hereinafter as the "Trademark Rights");

WHEREAS, Assignor is the owner of the Trademark Rights, United States and foreign, and Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, Assignor intends to transfer to Assignee the entire right, title, and interest in and to the Trademark Rights throughout the world including the United States of America and its territories and possessions, and Assignee has agreed to accept such transfer of said entire right, title, and interest in and to the Trademark Rights as aforesaid.

NOW, THEREFORE, to all whom it may concern:

TRADEMARK ASSIGNMENT FOR VERIFI TRADEMARKS AND REGISTRATIONS

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged by Assignee, the aforesaid Assignor has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer unto said Assignee, and Assignee has agreed to accept and does hereby accept, the full and exclusive rights, title, and interest in and to:

- (a) Trademark Rights as identified in the attached Schedule A which is incorporated as if fully set forth herein;
- (b) all applications for registering and/or using said Trademark Rights in the following countries: Australia, Brazil, Canada the European Community, Malaysia, Mexico, the Republic of Korea, New Zealand, Singapore, Thailand, United Arab Emirates and the United States of America;
- (c) the right to file applications for Trademark Rights in any and all countries including those identified in subsection (b) above; and
- (d) all registrations which shall issue in any countries, including those identified in subsection (b) above, with respect to said Trademark Rights including the United States, its territories and possessions, the same to be held and enjoyed by said Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignee has accepted and hereby accepts the rights to such Trademark Rights as described herein.

The Trademark Rights transferred by this assignment include the right to bring all legal actions related to the Trademark Rights, including actions for any infringement of the Trademark Rights or other enforcement rights as provided by federal, state, or country law, no matter whether the infringement occurred before or after the assignment, and including the right to recover damages for such infringement or such other harm to the Trademark Rights as permitted by law.

TRADEMARK ASSIGNMENT FOR VERIFI TRADEMARKS AND REGISTRATIONS

Assignor agrees that, at the request of Assignee, it will make and execute any further assignment of the Trademark Rights as may be necessary for filing or recording purposes in Trademark Offices or agencies anywhere in the world.

Assignor hereby authorizes and requests the pertinent Registrar or other Governing Authority in each country to which a particular Trademark Right pertains to issue all registration certificates based on applications for Trademark Rights or renewals thereof to Assignee, its successors and assigns.

In Witness Whereof, the parties have caused this Assignment to be executed in their respective corporate names by their duly authorized officers. This Assignment shall be executed in multiple copies, each of which shall be deemed an original.

W. R. GRACE & CO.-CONN.
Grace Construction Products
(Assignor)

Signed: [Signature]
D. Andrew Bonham,
Vice President, W. R. Grace & Co.-Conn.
President, Grace Construction Products

Date: 1/20/12
Commonwealth of Massachusetts
County of Middlesex

The foregoing instrument was acknowledged before me on this 20th day of January, 2012, by D. Andrew Bonham as Vice President of W. R. Grace & Co.-Conn., a Connecticut corporation, on behalf of the corporation. He is personally known to me.

[Signature]
Notary Public
Commonwealth of Massachusetts
County of Middlesex

My commission expires:

VERIFI LLC (Assignee)

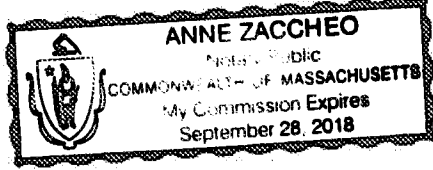
Signed: [Signature]
Ronald Strich, President
Date: 8 MAR 2012

Commonwealth of Massachusetts
County of Middlesex

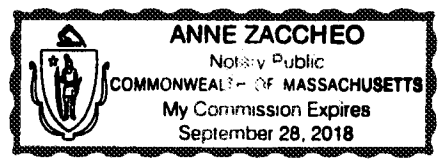
The foregoing instrument was acknowledged before me on this 8th day of March, 2012, by Ronald Strich as President of Verifi, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me.

[Signature]
Notary Public
State of Massachusetts
County of Middlesex

My commission expires:



VERIFI ASSIGNMENT JAN2012



TRADEMARK ASSIGNMENT FOR VERIFI TRADEMARKS AND REGISTRATIONS

SCHEDULE A

Trademark	Country	Appln. No.	Appln. Date	Registration No.	Registration Date
VERIFI	Australia	937732	13-Dec-02	937732	13-Dec-02
VERIFI	Australia	1289854	16-Mar-09	1289854	16-Mar-09
VERIFI	Brazil	830070842	16-Oct-08		
VERIFI	Canada	1416314	3-Nov-08	778515	30-Sep-10
VERIFI	European Community	2804011	10-Jul-02	2804011	13-Jul-04
VERIFI	European Community	7305816	10-Oct-08	7305816	14-May-09
VERIFI	Korea, Republic of	40-2009-02367	16-Jan-09	40-0833899	24-Aug-10
VERIFI	Malaysia	2009/00882	20-Jan-09		
VERIFI CONTROLS	Mexico	1045889	6-Nov-09	1188070	8-Nov-10
VERIFI	New Zealand	803724	16-Mar-09	803724	16-Mar-09
VERIFI	Singapore	T02/19493A	20-Dec-02	T02/19493A	20-Jun-02
VERIFI	Singapore	T02/19495H	20-Dec-02	T02/19495H	20-Jun-02
VERIFI	Singapore	T02/19496F	20-Dec-02	T02/19496F	20-Jun-02
VERIFI	Singapore	T09/00755Z	22-Jan-09	T09/00755Z	22-Jan-09
VERIFI	Thailand	719707	20-Jan-09	Kor311070	20-Jan-09
VERIFI	United Arab Emirates	51596	19-Feb-03	41629	4-Aug-03
VERIFI	United Arab Emirates	51597	19-Feb-03	41628	4-Aug-03
VERIFI	United Arab Emirates	51598	19-Feb-03	41627	4-Aug-03
VERIFI	United Arab Emirates	51599	19-Feb-03	41626	4-Aug-03
VERIFI	United States of America	78/137308	20-Jun-02	2861305	6-Jul-04
VERIFI	United States of America	77/406265	26-Feb-08	3661671	28-Jul-09
VERIFI LOGO	United States of America	77/621361	25-Nov-08	3700205	20-Oct-09