

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CertainTeed Corporation		02/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PLYCEM USA, INC.		
Street Address:	10945 State Bridge Road, Suite 401-304		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3635740	COLORMAX	
Registration Number:	2256941	DURAPRESS SYSTEM	
Registration Number:	2571888	FIBERTECT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Theresa Tran/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1580296-0003		
NAME OF SUBMITTER:	Theresa Tran		
SIGNATURE:	/Theresa Tran/		
DATE SIGNED:	03/25/2014		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") is made and entered into as of February 1, 2014 by and between CertainTeed Corporation, a Delaware corporation (the "**Seller**"), and PLYCEM USA, Inc., a Georgia corporation (the "**Buyer**").

BACKGROUND

The Buyer and the Seller are parties to that certain Purchase Agreement dated as of December 18, 2013 (the "**Purchase Agreement**"), pursuant to which the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, all of the Seller's right and title to, and interest in, and/or right to use, the Business Intellectual Property (as defined in the Purchase Agreement), in each case, upon the terms and subject to the conditions set forth therein.

TERMS

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Initially capitalized terms not defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement. Additionally, the following definitions shall apply to this Agreement:

"**Copyrights**" shall mean the United States and foreign copyrights, copyrightable works and works of authorship (whether or not copyrightable), and all samples, patterns, designs, packaging, labels, containers (including the shape and graphic designs), artwork, photography, product books, design books, molds, tools, dies, mock-ups, prototypes, website content, sketches, markers copy, marketing, advertising and promotional materials (including print and online advertisements and marketing), whether registered or unregistered, owned or licensed by the Seller, including any United States and foreign registrations for, or applications to register, any of the foregoing, in each case as set forth on Exhibit A attached hereto, and all moral and economic and other similar rights under the laws of any jurisdiction.

"**Intellectual Property**" shall mean Patents, Trademarks, Copyrights, Trade Secrets, Domain Names, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations for all of the aforementioned.

"**Patents**" means the letters patent, pending applications for patents, patent disclosures, inventions (whether or not patentable), whether foreign or domestic, owned or licensed by the Seller, including, without limitation, any regional patents, certificates of

invention, utility models, rights by license or otherwise to or under letters patent, pending applications for patents or inventions and all substitutions, continuations, continuations-in-part, divisionals, renewals, reissues, re-examinations and extensions of all of the aforementioned and letters patent granted thereon, in each case as set forth on Exhibit B attached hereto.

“**Trademarks**” shall mean the United States and foreign trademarks, tradenames, service marks, logos, designs, slogans, trade dress, d/b/a’s, certification marks, brand names, business and corporate names, , product designations, symbols, product and packaging designs, and other indicia or origin owned or licensed by the Seller and any registrations or applications for registration thereof, whether foreign or domestic, and any goodwill associated therewith, in each case as set forth on Exhibit C attached hereto.

“**Trade Secrets**” shall mean the United States and foreign trade secrets, proprietary processes, technologies, methods, formulas, improvements, business information and know-how owned or licensed by the Seller and used or intended for use exclusively in connection with the Business and used primarily in connection with the Business.

1.2. Copyrights. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer’s sole name. Buyer hereby accepts the foregoing assignment.

1.3. Trademarks. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer’s sole name. Buyer hereby accepts the foregoing assignment.

1.4. Patents. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Buyer’s sole name. Buyer hereby accepts the foregoing assignment.

1.5. Trade Secrets. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Buyer’s sole name. Buyer hereby accepts the foregoing assignment.

1.6. Domain Names. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Internet domain names set

forth on Exhibit D attached hereto (the “**Domain Names**”). Buyer hereby accepts the foregoing assignment.

1.7. Further Actions. Seller hereby covenants and agrees to execute and deliver, at the request of Buyer, such further instruments of transfer and assignment and to take any other action as such Buyer may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment. Specifically, Seller agrees to: (i) at Buyer’s expense, execute, acknowledge and deliver such further documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to register in the name of Buyer the assignment of the Business Intellectual Property in any appropriate governmental agency or registrar, including preparing and transmitting the necessary InterNic Registrant Name Change Agreement (RNCA) and/or corresponding with any domain name registrars to accomplish the transfer of the Domain Names; and (ii) use commercially reasonable efforts to provide information requested by Buyer pertaining to the Business Intellectual Property in order for Buyer to prosecute, maintain and enforce the Business Intellectual Property.

ARTICLE II MISCELLANEOUS

2.1. Amendments. No amendment to or modification of this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

2.2. Counterparts; Effectiveness. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed and delivered (by telecopy or other electronic means) by the other party hereto.


2.3. Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

SELLER:

CERTAINTEED CORPORATION

By: 
Name: Robert J. Panaro
Title: Vice President and Chief Financial Officer

BUYER:

PLYCEM USA, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

SELLER:

CERTAINTEED CORPORATION

By: _____

Name: Robert J. Panaro

Title: Vice President and Chief Financial Officer

BUYER:

PLYCEM USA, Inc.

By: _____

Name: JESSICA L NAVASCUA

Title: CEO

TRADEMARK

REEL: 005243 FRAME: 0436

Exhibit A

COPYRIGHTS

All unregistered common law copyrights in and to all printed and electronic sales and promotional materials, catalogs, pamphlets, brochures, advertising materials, product labels and packaging, product inserts, manuals and product information, photographs, literature, directories and other publications, materials used in the printing or production of such items and web content owned and previously used by Seller, in each case that relate primarily to the Business.

Exhibit B

PATENTS

Patents:

- US Pat. No. 8,192,658 entitled "Cementitious Exterior Sheathing Product Having Improved Interlaminar Bond Strength"
- US Pat. No. 7,155,866 entitled "Cementitious Exterior Sheathing Product Having Improved Interlaminar Bond Strength"
- US Pat. No. 7,861,476 entitled "Cementitious Exterior Sheathing Product with Rigid Support Member"
- US Pat. No. 7,028,436 entitled "Cementitious Exterior Sheathing Product with Rigid Support Member"

Patent Applications:

- US Pub. Appl. No. 20120192517 entitled "Cementitious exterior Sheathing Product Having Improved Interlaminar Bond Strength"
- US Pend. Pat. Pub. No. 20100319288 (US App. Ser. No. 12/874,704) entitled "Foam Backed Fiber Cement"
- Can. Pend. App. No. 2520685 entitled "Foam Backed Fiber Cement"

Exhibit C

TRADEMARKS

	Status	Type	Country	Registration #	Filed
COLORMAX	Registered	Registered	United States	3,635,740	6/9/2009
COLORMAX	Registered	Registered	Canada	TMA736425	3/17/2009
DURAPRESS SIDING	Registered	Registered	Canada	566279	8/22/2002
DURAPRESS SYSTEM (DESIGN)	Registered	Registered	Canada	TMA562426	5/23/2002
DURAPRESS SYSTEM (WORD)	Registered	Registered	Canada	TMA547955	7/11/2001
DURAPRESS SYSTEM (WORD)	Registered	Registered	United States	2256941	6/29/1999
FIBERTECT	Registered	Registered	United States	2,571,888	5/21/2002
Weatherboards		Common Law			

Exhibit D

DOMAIN NAMES

- weatherboards.com