

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307434

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Material Sciences Corporation		05/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wolverine Advanced Materials LLC		
<b>Street Address:</b>	5850 Mercury Drive		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Dearborn		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48126		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3502503	QUIET LOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(414) 271-2400		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	Christopher M. King		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	777 E. Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5306		
<b>NAME OF SUBMITTER:</b>	Jill M. Schenk		
<b>SIGNATURE:</b>	/Jill M. Schenk/		
<b>DATE SIGNED:</b>	06/12/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK



## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Assignment**”) is made this 30<sup>th</sup> day of May, 2014 by and between, Material Sciences Corporation, a Delaware corporation (the “**Assignor**”), and Wolverine Advanced Materials LLC, a Delaware limited liability company (the “**Assignee**”).

### BACKGROUND

WHEREAS, the execution and delivery of this Assignment by the Assignor and the Assignee is required to consummate the transactions contemplated by the Asset Purchase Agreement (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee, intending to be legally bound, agree as follows:

### TERMS

The Assignor and the Assignee (each a “**Party**” and collectively, the “**Parties**”), in consideration of the mutual promises contained in this Assignment and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. **Definitions.** Capitalized terms have the following meaning in this Assignment.

1.1 “**Asset Purchase Agreement**” means that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Material Sciences Corporation, Engineered Materials and Solutions Group, Inc., MSC Laminates and Composites, Inc., Material Sciences (Shanghai) Trading Co. Ltd., New Star Metals Inc. and Wolverine Advanced Materials LLC.

1.2 “**Intellectual Property**” means the registered trademarks, the trademark applications, registered patents and patent applications identified on Schedule A attached hereto.

2. **Assignment of Intellectual Property.** Subject to the terms and conditions of the Asset Purchase Agreement, the Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of the Assignor’s right, title and interest in, to and under the Intellectual Property, and inventions covered thereby, any and all continuations, divisions, continuations-in-part, extensions or reissues thereof, together with all rights, interests and obligations running toward or granted to the Assignor under any previously executed assignment agreements between the inventor of each invention embodied in the above-referenced patent applications and the Assignor or any of its predecessors in title, and together with any and all claims and demands the Assignor or its predecessors may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the claims of such patent applications, including the right to recover all claims for damages and compensation, together with all of the goodwill of the business symbolized by the Intellectual Property. Such right, title


and interest shall be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. the Assignor further hereby sells and assigns to the Assignee all worldwide rights to said inventions in all patent granting countries of the world, including the right to file applications or to obtain patents for said inventions in its own name in said countries, together with all of the Assignor's rights of priority. The Assignor authorizes the U.S. Patent and Trademark Office and any official in any country, whose duty it is to receive or register patents and trademarks or applications therefor, to record the Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of the Assignee, as assignee of the Intellectual Property, for the sole use of the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

3. **No Modification of the Asset Purchase Agreement.** It is understood and agreed that this Assignment is being executed and delivered pursuant to the Asset Purchase Agreement and nothing contained in this Assignment is intended to modify, amend, limit or supersede any of the terms, provisions, representations, warranties, covenants or indemnities contained in the Asset Purchase Agreement, all of which are hereby incorporated by reference.

*{Signature Page Follows}*

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

**MATERIAL SCIENCES  
CORPORATION**

By   
Name: **Ted W. Beneski**  
Title: **Chairman of the Board**

**WOLVERINE ADVANCED  
MATERIALS, LLC**

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

**MATERIAL SCIENCES  
CORPORATION**

By \_\_\_\_\_  
Name:  
Title:

**WOLVERINE ADVANCED  
MATERIALS, LLC**

By   
Name: Michael Beyer  
Title: Chief Financial Officer, Controller,  
Treasurer, & Secretary

[Signature page to Assignment]

## SCHEDULE A

### Intellectual Property

#### U.S. Trademarks

QLG FILE NO.	Trademark (words only unless indicated)	Applicant(s)/ Owner of Record	Country	Class Status	Serial Number	Reg. Number	Reg. Date	Filing Date	Status Date	Current Status
MSC-TM-009	QUIET LOCK	Material Sciences Corporation	US	LIVE	77175781	3502503	09/16/2008	05/08/2007	09/16/2008	REGISTERED

#### Foreign Trademarks

Country	Name of Mark	Application Number	Filing Date	Status	Registration No.	Registration Date	FA Contact Info	Expires
China	Quiet Tabs	6373099	11/11/2007	Registered	6373099	02/28/2010	info@acip.cn	02/28/2020
China	Quiet Lock	6573503	03/03/2008	Registered	6573503	03/28/2010	info@acip.cn	03/28/2020

#### U.S. Patents

File number	Title	Country	Date Filed	Status	Serial Number
MSC0112PUS	Test Apparatus & Method of Measuring Surface Friction of a Brake Pad Insulator Material and Method of Use of a Brake Dynamometer	US	09/28/2005	Issued 7/15/08 US 7,398,669	11/236,940
MSC0118PUS	Brake Insulator Coating for Optimized Frictional Damping	US	08/08/2006	Issued 3/15/11 US 7,905,333	11/463,092
MSC0120PUS	Optimized Tools Design for Stamping of Materials with Variable Compressibility	US	04/05/2007	Issued 8/16/11 US 7,997,114	11/697,031

File number	Title	Country	Date Filed	Status	Serial Number
MSC0121PUS	Wavy Brake Insulator	US	06/29/2007	Issued 8/13/2013 US 8,505,696	11/771,421
MSC0123PUS	A Method of Making a Constrained Layer Damper with Vulcanized Rubber as Viscoelastic Core	US	04/03/2008	Issued 7/19/11 US 7,981,243	12/061,679
MSC0124PUS	Vibro Impact Rotor Dampers for Brake Squeal Attenuation	US	01/03/2008	Issued 8/20/13 US 8,511,440	11/968,769
MSC0129PUS	Shims with Quiet Tabs for Brake Squeal Attenuation	US	04/15/2008	Issued 6/5/12 8,191,690	12/103,148
MSC0142PUS	Brake Shims and Methods of Forming Same	US	03/16/2012	Response to Restriction filed 11/27/13	13/422,007
MSC0153PUS/180	FLANGED SHIM FOR BRAKE SQUEAL ATTENUATION	US	02/06/2009	Issued, US 8505699	12/367,110
MSC0153CON/180_CN	FLANGED SHIM FOR BRAKE SQUEAL ATTENUATION	US	08/13/2013	Filing Fees paid on January 3, 2013. Declaration filed 2/17/14.	13/965,784