

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315528

<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>
Guardian Fiberglass, LLC		08/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guardian Building Products, Inc.		
<b>Street Address:</b>	979 Batesville Road		
<b>City:</b>	Greer		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29651		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3597046	G	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8642337342		
<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>	864-271-1592		
<b>Email:</b>	docketing@dority-manning.com		
<b>Correspondent Name:</b>	Dority & Manning, P.A.		
<b>Address Line 1:</b>	P.O. Box 1449		
<b>Address Line 4:</b>	greenville, SOUTH CAROLINA 29602-1449		
<b>ATTORNEY DOCKET NUMBER:</b>	GBP-MISC		
<b>NAME OF SUBMITTER:</b>	Neil M. Batavia		
<b>SIGNATURE:</b>	/neil m. batavia/		
<b>DATE SIGNED:</b>	08/28/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is entered into on this 8th day of August, 2014 (this "Trademark Assignment"), by and between Guardian Fiberglass, LLC, a Delaware limited liability company ("Assignor"), on the one hand, and Guardian Building Products, Inc., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignee is a party to that certain Equity Purchase Agreement, dated as of May 28, 2014 (as the same may be amended or supplemented, the "Equity Purchase Agreement"), by and between Guardian Industries Corp., a Delaware corporation and the sole stockholder of Assignee, Assignee, Knauf Insulation GmbH, the United States branch of a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany, and Knauf Insulation Management, LLC, a Delaware limited liability company;

WHEREAS, Assignor and Assignee are party to that certain Assignment and Assumption Agreement of even date herewith (the "Assignment and Assumption Agreement"); and

WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignor is assigning all of its respective right, title, and undivided interest in and to certain assets to Assignee, including the registered trademarks set forth on Schedule 1 hereto, effective as of the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, and pursuant to the terms of this Trademark Assignment, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Equity Purchase Agreement.

2. Assignment by Assignor. Assignor hereby irrevocably assigns, transfers, conveys, and sets over to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto, including all common law, state, federal and international trademark rights thereto;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims, causes of actions, defenses and rights of set-off against third parties, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and

equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office and any other governmental authorities, including any foreign trademark authorities, to record and register this Trademark Assignment upon request by Assignee. The parties to this Trademark Assignment will use commercially reasonable efforts to facilitate the recording of all documents of transfer or assignment relating to the assignment of the Assigned Trademarks.

4. Notices. All notices, requests and other communications to either party hereto will be in writing (including facsimile transmission) and will be given:

If to Assignor, to:  
Knauf Insulation GmbH  
One Knauf Drive  
Shelbyville, IN 46176  
Facsimile: (317) 398-3675  
Attention: President

With a copy (which will not constitute notice) to:

Knauf Insulation Holding GmbH  
Am Bahnhof 7  
D-97346 Iphofen, Germany  
Facsimile: +49 9323 31-2241  
Attention: General Counsel

If to Assignee, to:

Guardian Industries Corp.  
2300 Harmon Road  
Auburn Hills, Michigan 48326-1714  
Facsimile: (248) 758-6335  
Attention: General Counsel

or to such other Persons or addresses as the Person to whom notice is given may have previously furnished to the other parties hereto in writing in the manner set forth above (provided that notice of any change of address will be effective only upon receipt thereof).

5. Effect on Assignment and Assumption Agreement. Assignor and Assignee acknowledge and agree that nothing in this Trademark Assignment will change, alter, limit or reduce any rights granted Assignee under the Assignment and Assumption Agreement.

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or

other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

7. Successors and Assigns. This Trademark Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment of Trademarks as of the day and year first above written.

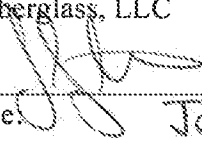
**Assignor**

Guardian Fiberglass, LLC

By:

Name:

Title:



JEFF CHASMAN

VP/GM GUMMINE FIBERGLASS

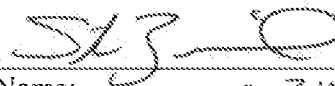
**Assignee**

Guardian Building Products, Inc.

By:

Name:

Title:




STEVEN O. ZIESSLER

PRESIDENT

*[Signature Page to Trademark Assignment (Excluded Assets)]*

**Schedule 1**  
**Assigned Trademarks**

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>JURISDICTION</b>
ECOGUARD	TMA827782	07/10/2012	Canada
G & Design 	3597046	3/31/2009	United States

Schedule 1 – Assigned Trademarks