

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332614

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago Metallic Company, LLC		01/01/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	ROCKWOOL INTERNATIONAL A/S		
Street Address:	Hovedgaden 584		
City:	DK-2640 Hedehusene		
State/Country:	DENMARK		
Entity Type:	aktieselskap: DENMARK		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4322000	DESIGNER'S CHOICE	
Registration Number:	4271665	GRAPHGRID	
Registration Number:	4271664	CUBEGRID	
Registration Number:	4234119	HRCMAX	
Registration Number:	4214111	BEAMGRID	
Registration Number:	4214072	MACROPLUS	
Registration Number:	3958249	METALSCAPES	
Registration Number:	3868270	SPANAIR	
Registration Number:	3684328	WOODSCENES	
Registration Number:	3684247	EZ-FLEX	
Registration Number:	3332293	METALWOOD	
Registration Number:	3313292	SPANFAST	
Registration Number:	3275000	BARRIERPAN	
Registration Number:	3240737	BARRIERGRID	
Registration Number:	2037450	SECURLINE	
Registration Number:	1966265	CHICAGO METALLIC	
Registration Number:	1954393	CMC	
Registration Number:	0954841	PLANAR	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$465.00 4322000

Fax Number: 2024084400

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.

Phone: 2024084000

Email: tessa.francis@finnegan.com

Correspondent Name: B. Brett Heavner

Address Line 1: 901 New York Avenue, NW

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER: 11803.0999 -- ROCKWOOL

DOMESTIC REPRESENTATIVE

Name: B. Brett Heavner

Address Line 1: 901 New York Avenue, NW

Address Line 4: Washington, D.C. 20001

NAME OF SUBMITTER: B. Brett Heavner

SIGNATURE: /B. Brett Heavner/

DATE SIGNED: 02/19/2015

Total Attachments: 7

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Trademark and Patent Purchase and Assignment Agreement

This Trademark and Patent Purchase and Assignment Agreement, including Exhibit 1 and Exhibit 2 (hereinafter referred to as the "Agreement") is made and entered into on 1 January 2015 (the "Effective Date") by and between the following parties:

[Chicago Metallic Company LLC]
(the "Company")

[ROCKWOOL International A/S]
("RI")

(referred to collectively as the "Parties" and individually as a "Party")

Whereas:

1. The Company is the owner of the trademarks listed in Exhibit 1 (the "Trademarks") and the patents/utility models/designs as listed on Exhibit 2 (the "Patents") and any intangible assets that are the result of legal or contractual rights, including licenses, copyrights, unregistered trademarks, confidential information, trade secrets and goodwill; Any trademark, patent, utility model and design of the Company that RI may not be aware of at the entering of this agreement is also included in this agreement, unless otherwise agreed by the parties in a separate agreement.
2. RI wishes to acquire the Company's rights in the Trademarks and Patents and any intangible assets that are the result of legal or contractual rights, including licenses, copyrights, unregistered trademarks, confidential information, trade secrets and goodwill; and the Company wishes to sell these Trademarks and Patents to RI on the terms and conditions set forth below.

THEREFORE, in consideration of the payment of the purchase price by RI to the Company and the promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the Company and RI hereby agree as follows:

1. ASSIGNMENT

- 1.1. The Company hereby sells, assigns, conveys and transfers to RI its entire right, title and interest in the Trademarks together with all goodwill associated therewith, for use, registration, extension or deletion by RI in the territories as listed in Exhibit 1.
- 1.2. The Company hereby sells, assign, conveys and transfer to RI its entire right, title and interest in the Patents to RI.

2. Purchase price

- 2.1. The purchase price for the Trademarks and Patents shall be [REDACTED] (the "Purchase Price"), which shall be paid to the Company on the Effective Date in immediately available funds by wire transfer pursuant to wiring instructions furnished by the Company.
- 2.2. The Purchase Price for the Trademarks and Patents are in accordance with the fair market value agreed between the Parties.

3. COOPERATION; COSTS AND EXPENSES.

- 3.1. After payment of the Purchase Price and upon the request of RI, the Company must, on RI's request, execute and deliver to RI all documentation required to perfect the transfer of the Trademarks and Patents.
- 3.2. Subject to the foregoing, RI will be responsible for preparation of all documentation required to perfect the transfer of the Trademarks and Patents and will pay all costs incurred in connection therewith.
- 3.3. Each party must execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

4. Warranty

- 4.1. To the best of the Company's knowledge, the Company is the owner of all right, title and interest in the Trademarks and Patents as listed in Exhibit 1 and Exhibit 2, that these lists are complete, and these Trademarks and Patents are valid and in good standing.

Governing law


- 4.2. This Agreement is governed by and construed in accordance the laws of Denmark with the exclusion of any conflict of law rules.
- 4.3. Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, must be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration must take place in Copenhagen. The award of the arbitrators shall be final and binding on both parties. The Parties bind themselves to carry out the award of the arbitrators. The language of the arbitration proceedings shall be in the Danish language, unless a Party requests that the proceeding to be conducted in the English language and this is accepted by the Arbitral Tribunal.

5. Severability

- 5.1. If one or more provisions of this Agreement are held to be enforceable under applicable law, the Parties agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement of such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

**Signed for and on behalf of the Company
Chicago Metallic Company LLC,**

Date: Nov 21, 2014



John Medio
Managing Director

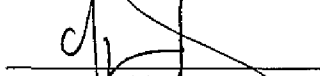
Date: Nov 21, 2014



Laura Radius
Financial Director

Signed for and on behalf of the Company

Date: 12-12-2014



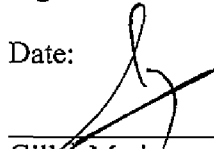
Anders Vuhl Thomsen
Managing Director

Date: 12/12-2014



Steen Overgaard Sørensen
Director of Group Finance and Operation

Signed for and on behalf of RI

Date: 

Gilles Maria
Chief Financial Officer

Date: 

Theo Kooij
Division Managing Director

Exhibit 1

Centraline : Benelux 6729718, Eruopean Union 3113701, Intl 809853

Chicago Metallic Continental + logo : Benelux 493733, Eruopean Union 9817784, Intl UK 1456265, Sweden 256317

Chicago Metallic + logo : European Union 18242, Norway 171198
Chicago Metallic + logo : Japan 4240047, Phillipines 60462

Crossflex : Benelux 859024, CTM 1014690, IR Albanie, Macedonie, Croatiae

Decorline + logo : Benelux 499365, CTM 2593457

Eurogrid + logo Benelux 736820, CTM 3521101, IR 817738
Roem/Pol/Czech/Slovak/Slovenia/Serb/Croat/BosnHerz/Maced/Hu/Bulg/RussianFed/Kirzig/
Kzach/Tadjik/Ukr/Azerb/Oezbek/Belarus/Latvia/Moldav/Eston/Turkey/Norway

Fastline + logo : Benelux 847591, CTM 7046329, IR 990295 Albania, Maced, Croatia, Lat-
via, Lithuania

Gypfix + logo : Benelux 884868, Intl 1061779 European Union, Albania, Maced, Croatia

Infinity + logo : Benelux 877126, IR 1043486 European Union, Alban, Maced, Croatia

Screenline + logo : Benelux 768138, CTM 4240677, IR 862347 Alban, Maced, Croatia

Spanline + logo: Benelux 504253), IR 10198794

Ultraline + logo : Benelux 500467, CTM 893503

Universal grid + logo : Benelux 750599, CTM 3955564




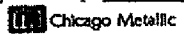
US marks

4322047	WINTER
4322000	DESIGNER'S CHOICE
3209840	EARTHTONES
4271665	GRAPHGRID
4271664	CUBEGRID
4254287	BEACH
4234119	HRCMAX
4214111	BEAMGRID
4214072	MACROPLUS
4144259	CELEBRATE YOUR SUCCESS
4144258	ELEVATE YOUR CEILINGS
4129884	ACCELERATE YOUR PROJECTS
3958249	METALSCAPES
3868270	SPANAIR

Trademark and Patent Purchase and Assignment Agreement

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3684328 WOODSCENES
 3684247 EZ-FLEX
 3677274 FAST. EASY. CUSTOMER FOCUSED.
 3332293 METALWOOD
 3313292 SPANFAST
 3307969 POWERBAR
 3275000 BARRIERPAN
 3240737 BARRIERGRID
 3209840 EARTHTONES
 3192242 QUICK-CLICK
 2925022 EUROCLEAN
 2037450 SECURLINE
 1966265 CHICAGO METALLIC
 1954393 CMC
 1917599 INTERFINISH
 1674777 PLANAR MACRO
 1237046 PLANAR PLUS
 1230823 ADAPT-A-GRID
 954841 PLANAR
 3134946 EUROFOAM

Title	Country	Official No.
CONSMAT	Singapore	
DAMPA (logo + r)	China	242980
DAMPA (logo + r)	China	1486994
Chicago Metallic (Old Logo)		3371253
Chicago Metallic (Old Logo+Chinese name)		199707167
Previous Chinese name of Chicago Brand		7362195
Previous Chinese name of Chicago Brand		4018887
Chicago Metallic (Old Logo)	Hong Kong	1995B09825
DAMPA	Australia	792510
DAMPA	China	792510
DAMPA	Denmark	792510
DAMPA	France incl in Intl brand 792510	792510
DAMPA	Madrid Protocol= Intl brand	792510
DAMPA	Oman	792510
DAMPA	Poland	792510
DAMPA	Romania	792510
DAMPA	Slovenia	792510
DAMPA	Spain	792510
DAMPA (logo + r)	China	245191
DAMPA (logo + r)	Denmark	VR198601229

DAMPA (logo)	European Community	402222
DAMPA (logo) double use	Germany= incl in EU brand 402222	39717794
PLANOSTILE (fig)	Malaysia	95/07283 (reg. 95007283)
PLANOSTILE (fig)	Thailand	292572 (reg. 58154)
PLANOSTILE Metal Ceiling Panel Systems (fig)	Beneiux	791871 (reg. 524735)
PLANOSTILE Metal Ceiling Panel Systems (fig)	Indonesia	95 14489 (reg. 362554)
PLANOSTILE Metal Ceiling Panel Systems (fig)	Madrid Agreement - International Gy-Fr-Japan,UK	602090
PLANOSTILE Metal Ceiling Panel Systems (fig)	Republic of Korea	95 26285 (reg. 361721)
PLANOSTILE Metal Ceiling Panel Systems (fig)	Singapore	S/6128/95 (reg. T95/06128G)