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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM423768

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Standard Industries Inc.		04/10/2017	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Building Materials Investment Corporation	
Street Address:	2600 Singleton Boulevard	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75212	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	1141320	THERMACAL	
Registration Number:	3863806	THERMACALWALL	

## **CORRESPONDENCE DATA**

**Fax Number:** 7043533148

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:** 7043317448

**Email:** amanda.darden@klgates.com

Correspondent Name: Amanda K. Darden

Address Line 1: 214 North Tryon Street, 47th Floor Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Amanda K. Darden
SIGNATURE:	/Amanda K. Darden/
DATE SIGNED:	04/14/2017

#### **Total Attachments: 3**

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> TRADEMARK REEL: 006033 FRAME: 0848

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of April // , 2017, is made by Standard Industries Inc. ("Assignor"), a Delaware corporation, located at 9 West 57th Street, 30th Floor, New York, NY 10019, in favor of Building Materials Investment Corporation ("Assignee"), a Delaware corporation, located at 2600 Singleton Boulevard, Dallas, TX 75212.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the Assignor agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee 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 and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
  - (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 and causes of action 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.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

STANDARD INDUSTRIES INC.

Name: SASON POLLACK

Title: Executive VICE President of Business Affairs and

General Coursel

# SCHEDULE 1 ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration Number	Registration Date
THERMACAL	1,141,320	November 11, 1980
THERMACALWALL	3,863,806	October 19, 2010

[Schedule I to Trademark Assignment]

TRADEMARK

RECORDED: 04/14/2017 REEL: 006033 FRAME: 0851