

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornell Performance Building Products LLC		12/31/2013	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Building Materials Corporation of America		
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		
<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>			
Phone:	7043317448		
Email:	amanda.darden@klgates.com		
Correspondent Name:	Amanda K. Darden		
Address Line 1:	214 North Tryon Street		
Address Line 2:	47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Amanda K. Darden		
SIGNATURE:	/Amanda K. Darden/		
DATE SIGNED:	04/10/2017		
Total Attachments: 4			
source=THERMACAL Assignment (Cornell to BMCA)#page1.tif			
source=THERMACAL Assignment (Cornell to BMCA)#page2.tif			
source=THERMACAL Assignment (Cornell to BMCA)#page3.tif			

CH \$65.00 1141320

INTELLECTUAL PROPERTY
ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of December 31, 2013, by CORNELL PERFORMANCE BUILDING PRODUCTS LLC a Wisconsin limited liability company ("Assignor"), for the benefit of BUILDING MATERIALS CORPORATION OF AMERICA D/B/A GAF, a Delaware corporation ("Assignee"), pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Asset Purchase Agreement.

1. On and subject to the terms and conditions of the Asset Purchase Agreement, (a) Assignor does hereby irrevocably assign, sell, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest throughout the world in, to and under the Intellectual Property set forth on Schedule A hereto (the "Assigned Intellectual Property"), and all goodwill associated therewith, including any and all causes of action and rights to damages and profits, due or accrued, related to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions, and (b) Assignee hereby accepts such right, title and interest of Assignor. The foregoing assignment is made in connection with the purchase of an ongoing business by Assignee to which the Assigned Intellectual Property pertains.

2. This Assignment is subject to all representations, warranties and covenants by Assignor and Assignee in the Asset Purchase Agreement, and nothing contained in this Assignment is intended to vary any of the terms of the Asset Purchase Agreement. Should any term or provision of this Assignment be in conflict with any term or provision of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall prevail.

3. Assignor shall, and shall cause each of its affiliates to, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or as shall be reasonably requested by Assignee, to vest in Assignee title to the Assigned Intellectual Property in accordance with this Assignment and the Asset Purchase Agreement, and otherwise to confirm the rights of Assignee and obligations of the Assignor hereunder and to consummate the transactions contemplated hereby.

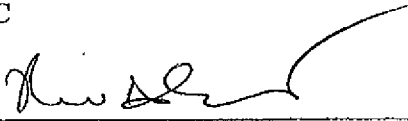
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of law thereof) and shall be binding on, and inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

5. This Assignment may be signed in counterparts (including copies of such counterparts delivered by email or facsimile) all of which, taken together, shall be deemed to constitute one original Assignment.

Execution

IN WITNESS WHEREOF, Assignor has executed and delivered this Intellectual Property Assignment as of the day and year first above written.

CORNELL PERFORMANCE BUILDING PRODUCTS
LLC

By: 
Name: Randall G. Erkert
Title: Manager

BUILDING MATERIALS CORPORATION OF AMERICA

By: _____
Name
Title:

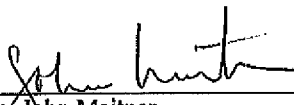
Execution

IN WITNESS WHEREOF, Assignor has executed and delivered this Intellectual Property Assignment as of the day and year first above written.

CORNELL PERFORMANCE BUILDING PRODUCTS
LLC

By: _____
Name: Randall G. Erkert
Title: Manager

BUILDING MATERIALS CORPORATION OF AMERICA

By:  _____
Name: John Maitner
Title: SVP, Treasurer

SCHEDULE A

Assigned Intellectual Property

1. The following trademarks registered with the United States Patent and Trademark Office:

<u>Issue Date</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>
11/11/1980	73207798	1141320	THERMACAL
03/27/2007	78881611	3222446	Logo Design Only
03/27/2007	78881663	3222447	CORNELL Logo Design Plus Words
10/19/2010	77956685	3863806	THERMACALWALL