

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MFS LLC d/b/a SimTek Fence		06/30/2017	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	CertainTeed Corporation		
Street Address:	20 Moores Road		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4627074	ECOSTONE	
Registration Number:	4627078	ECOSTONE	
Registration Number:	3609489	SIMTEK	
CORRESPONDENCE DATA			
Fax Number:	8668276226		
<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:	215-981-4407		
Email:	pearlmaj@pepperlaw.com		
Correspondent Name:	Jacqueline Pearlman, Pepper Hamilton LLP		
Address Line 1:	Eighteenth and Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	143520.0002/0333		
NAME OF SUBMITTER:	Jacqueline L. Pearlman		
SIGNATURE:	/Jacqueline L. Pearlman/		
DATE SIGNED:	07/19/2017		
Total Attachments: 9			
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OP \$90.00 4627074

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is made and entered into as of June 30, 2017 by and between MFS LLC, doing business as SimTek Fence, a Utah limited liability company (“**Seller**”), and CertainTeed Corporation, a Delaware Corporation (“**Buyer**”).

BACKGROUND

The Buyer, Seller, and the members of Seller are parties to that certain Asset Purchase Agreement dated as of June 28, 2017 (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Seller, all of the Seller’s right and title to, and interest in, and/or right to use, certain assets of the Seller, and assume certain liabilities of the Seller, in each case, upon the terms and subject to the conditions set forth therein.

TERMS

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1. **Definitions.** Initially capitalized terms not defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement. Additionally, the following definitions shall apply to this Agreement:

“**Copyrights**” shall mean the United States and foreign copyrights, copyrightable works and works of authorship, whether registered or unregistered, owned or licensed by the Seller, including any United States and foreign registrations for, or applications to register, any of the foregoing, in each case as set forth on Exhibit A attached hereto, and all moral rights under the laws of any jurisdiction.

“**Improvements**” shall mean any improvement, development, modification or translations of any Intellectual Property.

“**Intellectual Property**” shall mean Patents, Trademarks, Copyrights and Trade Secrets and all Improvements thereto.

“**Patents**” means all letters patent, pending applications for patents, patent disclosures, inventions (whether or not patentable), whether foreign or domestic, owned or licensed by the Seller, including, without limitation, any regional patents, certificates of invention, utility models, rights by license or otherwise to or under letters patent, pending applications for patents or inventions and all substitutions, continuations, continuations-in-part,

divisions, renewals, reissues, re-examinations and extensions of all of the aforementioned and letters patent granted thereon, in each case as set forth on Exhibit B attached hereto.

“**Trademarks**” shall mean all United States and foreign trademarks, tradenames, service marks, logos, designs, slogans, domain names, product and packaging designs owned or licensed by the Seller and any registrations or applications for registration thereof, whether foreign or domestic, and any goodwill associated therewith, in each case as set forth on Exhibit C attached hereto

“**Trade Secrets**” shall mean all United States and foreign trade secrets, proprietary processes, technologies, methods, formulas, improvements, business information and know-how owned or licensed by the Seller and used or intended for use exclusively in connection with the Business and used primarily in connection with the Business.

1.2. Copyrights. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof. Buyer hereby accepts the foregoing assignment.

1.3. Trademarks. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Trademarks, together with the goodwill of the business that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof. Buyer hereby accepts the foregoing assignment.

1.4. Patents. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof. Buyer hereby accepts the foregoing assignment.

1.5. Trade Secrets. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof. Buyer hereby accepts the foregoing assignment.

1.6. Domain Names. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Seller’s right and title to and interest in the domain names set forth on Exhibit D attached hereto. Buyer hereby accepts the foregoing assignment.

**ARTICLE II
MISCELLANEOUS**

2.1. Amendments. No amendment to or modification of this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

2.2. Counterparts; Effectiveness. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original but both of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed and delivered (by email, facsimile or other electronic means) by the other party hereto.

2.3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of law principles thereof or any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

SELLER:

MFS LLC

By: Brad Wilson
Name: BRAD WILSON
Title: CEO

BUYER:

CERTAINTEED CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

SELLER:

MFS LLC

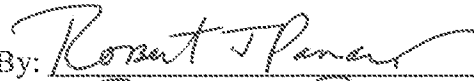
By: _____

Name:

Title:

BUYER:

CERTAINTEED CORPORATION

By:  _____

Name: *Robert J. Panard*

Title: *SE. VICE PRESIDENT & CFO*

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006108 FRAME: 0904

Exhibit A

COPYRIGHTS

All copyright in and to any publications created by or assigned to Seller in connection with and/or used by the SimTek Fence business including, but not limited to, product literature, promotional materials, installation instructions, warranties, and any other creative works created by or used in connection with the SimTek Fence business.

Exhibit B

PATENTS

- Molded Decorative Fence Panel, Patent Number US7,478,797
- Rotationally Molded, Reinforced Decorative Fence Post and Method of Making Same, Patent Number US7,635,114
- Molded Decorative Fence Panel, Patent Number CA2,625,079

Exhibit C

TRADEMARKS

- EcoStone, US Trademark Registration Number 4,627,074
- EcoStone & Design, US Trademark Registration Number 4,627,078
- SIMTEK, US Trademark Registration Number 3,609,489
- All common law trademarks used by Seller in connection with the SimTek Fence business

Exhibit D

DOMAIN NAMES

- www.simtekfence.com