

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ductilcrete Technologies, LLC		12/05/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	GCP Applied Technologies Inc.		
Street Address:	62 Whittemore Ave.		
Internal Address:	Patent Department		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3848683	DUCTILCRETE	
Registration Number:	5058600	DUCTILCRETE	
Serial Number:	86922947	HEIDEBED	
Serial Number:	87394459	FOREVERFLAT	
CORRESPONDENCE DATA			
Fax Number:	2129090813		
<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:	212-891-1600		
Email:	nytm@jenner.com		
Correspondent Name:	Carole A Duran		
Address Line 1:	919 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	56468-10078		
NAME OF SUBMITTER:	Carole A. Duran		
SIGNATURE:	/carole a. duran/		
DATE SIGNED:	12/12/2017		

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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of December 5, 2017 (the "Effective Date") by Ductilcrete Technologies, LLC, a Florida limited liability company ("Assignor"), and GCP Applied Technologies Inc. ("Assignee").

WHEREAS, Assignor is a direct wholly owned subsidiary of Assignee and the record owner of the registered patents, patent applications, trademarks, trademark registrations and domain names (the "Transferred IP") set forth on Exhibit A attached hereto;

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire Assignor's Transferred IP; and

WHEREAS, Assignee desires to grant, and Assignor desires to accept, a license to use the Transferred IP to conduct its business, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby acknowledge and agree as follows.


1. Assignor does hereby sell, transfer, convey and assign unto Assignee, any and all of Assignor's right, title, and interest in, to, and under the following for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives: (i) the Transferred IP; (ii) all common law or unregistered rights in the Transferred IP; (iii) all goodwill associated with the foregoing; (iv) all rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing; and (v) all other corresponding rights that are or may be secured under the laws of any country or other jurisdiction, now or hereafter in effect (collectively, the "Transferred Rights").

2. Assignor hereby authorizes the U.S. Patent and Trademark Office and any other entity or agency in any applicable countries or other jurisdictions whose duty it is to receive or register patents, trademarks, domain names or other intellectual property rights, or applications therefor, to record Assignee as the owner of the Transferred Rights and to issue all registrations for said Assignor's Transferred Rights in the name of Assignee.

3. Assignee hereby grants to Assignor a royalty-free, fully paid, worldwide, non-exclusive, limited license to use the Transferred Rights in connection with its business. The foregoing license shall be non-transferrable and non-sub licensable; provided, however that notwithstanding the foregoing Assignor shall have the right to sublicense its rights pursuant hereto to DC Designs, LLC ("DC Designs") in connection with the conduct of the business of DC Designs. Any and all developments or derivative works created by Assignor or its licensee pursuant to the license granted hereunder shall be owned by Assignee. The term of the license granted pursuant to this Section 3 shall terminate with no further force or effect on December 31, 2018, or on any earlier date on which either Assignor or DC Designs are no longer 100% owned by Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

DUCTILCRETE TECHNOLOGIES, LLC

By: 
Name: Alexander Nielsen
Title: Secretary

GCP APPLIED TECHNOLOGIES INC.


By: 
Name: Alexander Nielsen
Title: Associate General Counsel - Corporate

EXHIBIT A

Transferred IP

Patents

Title	Jurisdiction	Application No. / Filing Date	Patent No. / Issue Date
Integrated Concrete Slab	United States	12802616 6/10/2010	7968178 6/28/2011
Joint Filling Strip	United States	14/625151 2/18/2015	9359761 6/7/2016
Concrete Slab System	United States	15/462040 3/17/2017	9828768 11/28/2017
Method of Fabricating a Concrete Slab	United States	15/462081 3/17/2017	--
Integrated Concrete Slab	Canada	2773689 4/5/2012	2773689 8/6/2013
Method of Fabricating a Concrete Slab System	Canada	2961764 3/22/2017	--
Concrete Slab System	Canada	2961765 3/22/2017	--
Concrete Slab System	United Kingdom	GB1704724.2 3/24/2017	--
Method of Fabricating a Concrete Slab System	United Kingdom	GB1704725.9 3/24/2017	--

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date
DUCTILCRETE	United States	77755637 6/9/2009	3848683 9/14/2010
DUCTILCRETE	United States	86922912 2/29/2016	5058600 10/11/2016
HEIDEBED	United States	86922947 2/29/2016	--

FOREVERFLAT	United States	87394459 3/31/2017	--
DUCTILCRETE	European Union	Filing No. 014300206 06/29/2015	

Domain Names

Domain Name	Registrar
Ductilcrete.com	GoDaddy.com
DuctilcreteTechnologies.com	Google, Inc.
DuctilcreteHoldings.com	Google, Inc.
Ductilcrete.com	GoDaddy.com

UNITED STATES OF AMERICA

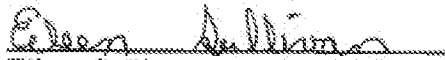
COMMONWEALTH OF MASSACHUSETTS)

ss.

COUNTY OF MIDDLESEX)

On this 5th day of December, 2017, before me, the undersigned notary public, personally appeared Alexander Nielsen, proved to me, to be the person whose name is signed on the preceding or attached document in my presence.

(Notary Public)



Eileen Sullivan

My commission expires: July 8, 2022

