

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hunter Douglas Industries B.V.		08/01/2018	Limited Liability Company: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CertainTeed Ceilings Corporation		
<b>Street Address:</b>	20 Moores Road		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1345558	LUXACOTE	
<b>Registration Number:</b>	0850439	LUXALON	
<b>Registration Number:</b>	1386556	LUXALON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	kennedyp@pepperlaw.com		
<b>Correspondent Name:</b>	Paul J. Kennedy/Pepper Hamilton LLP		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	Eighteenth and Arch Streets		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19125		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		
<b>SIGNATURE:</b>	/Paul J. Kennedy/		
<b>DATE SIGNED:</b>	01/24/2019		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“Assignment”), effective as of August 1, 2018 (“Effective Date”), is made and entered into by HUNTER DOUGLAS, INC., a Delaware corporation, HUNTER DOUGLAS INDUSTRIES SWITZERLAND GmbH, a Swiss company, HUNTER DOUGLAS INDUSTRIES B.V., a Netherlands company, and HUNTER DOUGLAS CANADA HOLDINGS INC., a Canadian corporation (collectively, Hunter Douglas, Inc., Hunter Douglas Industries Switzerland GmbH, Hunter Douglas Industries B.V. and Hunter Douglas Canada Holding Inc. are referred to as “Assignor”), and CERTAINTED CEILINGS CORPORATION, a Delaware corporation (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties have entered into the Asset Purchase Agreement (the “Purchase Agreement”), dated as of July 2, 2018;

WHEREAS, Assignor owns all right, title and interest in, to and under the Business Intellectual Property listed in the attached Schedule A (the “Intellectual Property Rights”); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Intellectual Property Rights, and Assignor desires to assign its rights in the Intellectual Property Rights to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. *Capitalized Terms.* Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

2. *Assignment.* Assignor hereby grants, sells, assigns, transfers, delivers and conveys to Assignee, its successors, legal representatives and assigns, (i) the entire right, title, and interest in and to the Intellectual Property Rights, together with any and all goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Intellectual Property Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Intellectual Property Rights, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (together, the “Assigned Rights”).

3. *Further Actions.* Upon request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver such additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee.

4. *Authorization.* Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

5. *Binding Effect.* This Assignment and all of the provisions hereof will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

6. *Controlling Law.* This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

7. *Counterparts.* This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment.

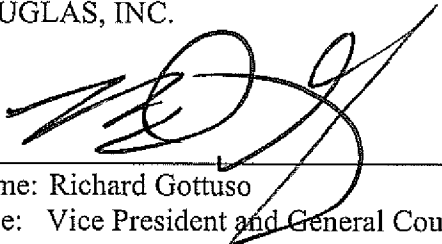
\* \* \* \*

[Signature Pages Follow]

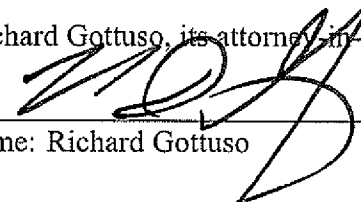
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

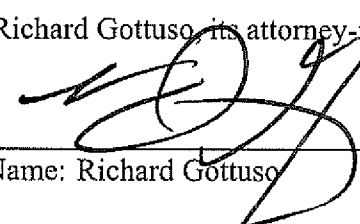
HUNTER DOUGLAS, INC.

By:   
Name: Richard Gottuso  
Title: Vice President and General Counsel

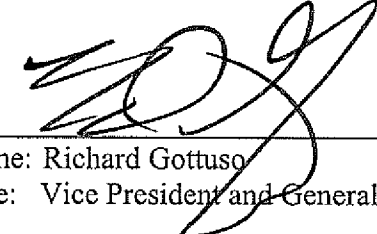
HUNTER DOUGLAS INDUSTRIES  
SWITZERLAND GmbH

By: Richard Gottuso, its attorney-in-fact  
By:   
Name: Richard Gottuso

HUNTER DOUGLAS INDUSTRIES B.V.

By: Richard Gottuso, its attorney-in-fact  
By:   
Name: Richard Gottuso

HUNTER DOUGLAS CANADA HOLDINGS INC.


By:   
Name: Richard Gottuso  
Title: Vice President and General Counsel

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 006537 FRAME: 0175**

ASSIGNEE:

CERTAINTEED CEILINGS CORPORATION

By:   
Name: Carmen Bodden  
Title: President

*[Signature Page to Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 006537 FRAME: 0176**

**SCHEDULE A**

Patents:

<b>Family Number</b>	<b>Country</b>	<b>Application No</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Grant Date</b>	<b>Status</b>	<b>Family Title</b>
HL-165	United States	10/309939	23 Apr 2001	7377084	27 May 2008	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	10/867804	15 Jun 2004	7146779	12 Dec 2006	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	11/475781	23 Apr 2001	7194846	27 Mar 2007	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	11/475780	23 Apr 2001	7207151	24 Apr 2007	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	11/475419	23 Apr 2001	7398624	15 Jul 2008	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-172	United States	13/082159	07 Apr 2011	8572920	05 Nov 2013	LG	Self-Centering Ceiling Panel (Broomfield) ("Gladius")
HL-173	United States	13/595043	27 Aug 2012	9038344	26 May 2015	LG	METAL SUSPENSION CEILING WITH PARALLEL VANES FOR BUILDING STRUCTURES (High Profile Series Baffle)
HL-173	United States	14/701872	27 Aug 2012			LP	METAL SUSPENSION CEILING WITH PARALLEL VANES FOR BUILDING STRUCTURES (High Profile Series Baffle)
HL-184	United States	AWAITED				LP	Mounting System for panels with multi-axis joint - Compass (X-1153)

Abandoned Patent Application:

<b>Family Number</b>	<b>Country</b>	<b>Application No</b>	<b>Status</b>	<b>Description</b>
HUD-94-P	United States	N/A	Abandoned	Mounting system designed by Luxalon to permit pivoting of a ceiling panel about three different axes (a multi-axis joint assembly for mounting a ceiling panel)

Trademark Registrations:

Country	Trademark	Trademark Status	Owner	Application No.	Application Date	Registration No.	Reg. Date
U.S.A.	LUXACOTE	Registered	Hunter Douglas Industries Switzerland GmbH	405202	December 8, 1982	1345558	02.07.1985
Canada	LUXALON	Registered	Hunter Douglas Canada Holdings Inc.	294550	21.01.1966	TMA146933	02.09.1966
Puerto Rico	LUXALON	Registered	Hunter Douglas Industries Switzerland GmbH	XXXX	02.05.1977	6210	11.08.1977
U.S.A.	LUXALON	Registered/ renewal instructed	Hunter Douglas Industries B.V.	72250759	21.07.1966	0850439	11.06.1968
U.S.A.	LUXALON	Registered	Hunter Douglas Industries B.V.	73553683	15.08.1985	1386556	18.03.1986
Canada	TECHSTYLE	Registered	Hunter Douglas Industries Switzerland GmbH	1106262	12.06.2001	TMA629510	06.01.2005
U.S.A.	TECHSTYLE	Registered	Hunter Douglas Inc.	76-210813	15.02.2001	2672966	07.01.2003
Canada	TECHSTYLE ACOUSTICAL CEILINGS BY HUNTER DOUGLAS logo	Registered	Hunter Douglas Industries Switzerland GmbH	1111087	30.07.2001	633291	21.02.2005
Canada	TECHSTYLE ACOUSTICAL CEILINGS logo	Registered	Hunter Douglas Industries Switzerland GmbH	1111088	30.07.2001	TMA633200	18.02.2005
Canada	Transcend The Ordinary TECHSTYLE ACOUSTICAL CEILINGS BY	Registered	Hunter Douglas Industries Switzerland GmbH	1111085	30.07.2001	TMA633225	21.02.2005
Canada	WOODWRIGHT	Registered	Hunter Douglas Inc.	1506756	07.12.2010	TMA963573	22.02.2017