

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foundation Building Materials, LLC		11/01/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SPI LLC		
Street Address:	411 Theodore Fremd Avenue		
Internal Address:	Suite 125		
City:	Rye		
State/Country:	NEW YORK		
Postal Code:	10580		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1271789	SPI SPECIALTY PRODUCTS AND INSULATION CO	
Registration Number:	1279224	SPI SPECIALTY PRODUCTS AND INSULATION CO	
Registration Number:	1320113	SPECIALTY PRODUCTS AND INSULATION CO.	
Registration Number:	2987664	ABSORPTION PLUS	
Registration Number:	2391212	FIREPLUG	
Registration Number:	2856278	FIRESTRIP	
Registration Number:	2421444	HATS	
Registration Number:	0939431	RIGIDFLEX	
Registration Number:	3656665	SAFELITE	
Registration Number:	5284081	PG BOARD TAF	
Serial Number:	87890865	SPI	
Serial Number:	87890881	SPI	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
TRADEMARK			

CH \$315.00 1271789

Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 14977-17

NAME OF SUBMITTER: Michelle Nowicki

SIGNATURE: /Michelle Nowicki/

DATE SIGNED: 02/19/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (this “*Agreement*”), dated as of November 1, 2018 (the “*Effective Date*”) by and among SPI LLC, a limited liability company established under the Laws of Delaware (“*Purchaser*”) and Foundation Building Materials, LLC, a California limited liability company (“*Seller*”). Defined terms used herein and not defined herein shall have the meanings given such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the FBM CANADA SPI, INC., an Alberta corporation, FBM Logistics, LLC, an Indiana limited liability company, Purchaser, and Seller, are parties to that certain Stock and Asset Purchase Agreement, dated as of September 26, 2018 (the “*Purchase Agreement*”), pursuant to which, among other things, the Seller has agreed to sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser has agreed to purchase, acquire and accept from the Seller, all of the Seller’s right, title and interest, free and clear of all Liens, in, to and under, the Purchased Assets;

WHEREAS, under the terms and conditions set forth by the Purchase Agreement, Seller has agreed to assign, transfer, convey and deliver to the Purchaser all right, title and interest in and to all of the Intellectual Property included in the Purchased Assets upon the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. **Assignment**. Effective as of the Effective Date, Seller on behalf of itself and its Affiliates, hereby assigns, transfers, conveys and delivers to the Purchaser all right, title and interest in and to all Intellectual Property included in the Purchased Assets, including all: (i) (a) trademark registrations in the United States set forth on Exhibit A-1, (b) applications for trademark registrations in United States set forth on Exhibit A-2, and (c) common law trademarks, registered trade names, and other Trademarks set forth Exhibit A-3, and, in each case, the goodwill associated therewith (collectively, the “*Transferred Trademarks*”); and (ii) patents set forth on Exhibit B (the “*Transferred Patents*”) (collectively, the “*Transferred IP*”).

2. **Recordation**. Each of the parties hereto hereby authorizes and requests the United States Patent & Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) (each, an “*IP Office/Registrar*”) to record, at the Purchaser’s sole cost and expense, the Purchaser or its designee as the owner of the Transferred Trademarks, Transferred Patents, and any other issued, registered or applied for Transferred IP, and to issue any and all such Transferred IP to the Purchaser or its designee as assignee of the entire right, title and interest in and to the same. The Purchaser or its designee shall have the right to record, at the Purchaser’s sole cost and expense, this Agreement, and/or any short-form intellectual property assignment agreement, with all applicable governmental authorities and registrars so as to record and perfect its ownership of the applicable Transferred IP.

3. Further Assurances. From time to time after the Effective Date and subject to the terms and conditions of this Agreement, at the sole cost and expense of the Purchaser or any of its Affiliates (or any of its or their respective successor or assigns), Seller shall, and shall cause its respective Affiliates to, take or cause to be taken such actions, as may reasonably be requested by the Purchaser or any of its Affiliates (or any of its or their respective successors or assigns) to carry out the purposes of this Agreement (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney and/or other agreements or documentation as may be reasonably required) and as may be reasonably requested by the Purchaser or by its designee or any other Affiliates of Purchaser to confirm, effect, record, perfect, register, patent or maintain, protect and enforce the rights assigned herein, including: (i) the preparation and prosecution by the Purchaser or its designee or any other Affiliate of Purchaser of any applications or registrations with respect to any Transferred IP assigned herein; (ii) the prosecution or defense by the Purchaser or its designee or any other Affiliate of Purchaser of any interference, opposition, reexamination, reissue, inter partes review, post grant proceeding, infringement or other proceeding that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder; and (iii) the execution and delivery of any instruments and documents necessary to effect and record throughout the world the assignments contemplated hereunder, including the execution of short-form intellectual property assignment agreements and such other documents as may be required.

4. Entire Agreement. This Agreement, the Purchase Agreement (including the Exhibits and Schedules), the other Transaction Documents, and the Confidentiality Agreement contain, and are intended as, a complete statement of all of the terms, conditions and arrangements between the Parties with respect to the matters provided for herein, and supersede any previous agreements and understandings between the Parties with respect to those matters.

5. Governing Law. This Agreement and all disputes and other matters arising hereunder (whether in contract, tort or otherwise) shall be governed by and construed in accordance the internal Laws of the State of New York applicable to agreements made in and to be wholly performed in such state, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

6. Successors. This Agreement shall be legally binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Purchaser may freely assign this Agreement in whole or part to any person or entity. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including by operation of law, by Seller without the prior written consent of the Purchaser.

7. Severability. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any other provision hereof or render invalid or unenforceable such provision in any other jurisdiction. To the extent that any provision hereof is deemed to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision enforceable under applicable Law in its reduced form and so as to give the maximum effect to the intent of the Parties.

8. Amendment. This Agreement may be amended, supplemented or modified only pursuant to a written instrument making specific reference hereto signed by all of the Parties.

9. Waiver. At any time, the Parties may (a) extend the time for the performance of any of the obligations or other acts of the Parties or (b) waive compliance with any of the agreements or conditions contained herein, to the extent permitted by applicable Law. Any agreement on the part of a Party to any such extension or waiver will be valid only if set forth in a writing signed on behalf of such Party. No waiver by any Party of any default or breach of covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

10. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 10.

(Signature Page Follows)

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

PURCHASER:

SPI LLC

By: 

Name: Timothy White

Title: President

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

PURCHASER:

SPI LLC

By: _____

Name:

Title:

SELLER:

FOUNDATION BUILDING MATERIALS, LLC

By: _____

Name: Ruben Mendoza

Title: President and Chief Executive Officer

Exhibit A-1

U.S. Trademark Registrations


Title	Issued Date	Status	Registration No.
	Mar. 27, 1984	Registered	1271789
SPI Specialty Products & Insulation Co.	May. 22, 1984	Registered	1279224
SPI SPECIALTY PRODUCTS AND INSULATION CO.	Feb. 12, 1985	Registered	1320113
ABSORPTION PLUS	Aug. 23, 2005	Registered	2987664
FIREPLUG	Oct. 3, 2000	Registered	2391212
FIRESTRIP	June 22, 2004	Registered	2856278
HATS	Jan. 16, 2001	Registered	2421444
RIGIDFLEX	Aug. 1, 1972	Registered	939431
SAFELITE	July 21, 2009	Registered	3656665
PG Board TAF	Sept. 12, 2017	Registered	5284081
PROLINE PLUS (word mark)	March 24, 2015	Registered	4,706,070
	January 7, 2014	Registered	4,460,814

Exhibit A-2

U.S. Trademark Applications


Title	Application Date	Status	Application No.
SPI (word mark)	April 24, 2018	Applied For (U.S.)	87890865
	April 24, 2018	Applied For (U.S.)	87890881

Exhibit A-3

Other Trademarks

Title	Issued Date	Status	Registration No.
SPI	N/A	Reg. (WY) Reg. (LA)	2011-000595400 62-6944
INTERNATIONAL TECHNIFAB	N/A	Reg. (WY)	2010-00578855
SPECIALTY PRODUCTS & INSULATION	N/A	Reg. (WY) Reg. (LA)	2011-000596196 62-6939
Paragon Pacific SPI	N/A	Reg. (ID) & Common Law Mark	D135856
PARAGON PACIFIC INSULATION	N/A	Reg. (ID) & Common Law Mark	D135856
PRESNELL INSULATION CO. INC.	N/A	Reg. (NC)	0117557
EXTOL OF TEXAS	N/A	Reg. (TX) & Common Law Mark	107852100
MULLIGAN	N/A	Reg. (TX) & Common Law Mark	N/A
PAMROD PRODUCTS	N/A	Reg. (TX) & Common Law Mark	N/A

Other Trade Names

State	Tradename	Company	Date	Registered With
CT	SPI	Superior Plus Construction Products Corp.	1/6/2011	Stratford Town Clerk
FL	SPI	Superior Plus Construction Products Corp.	1/6/2011	FL DOS
GA	SPI	Superior Plus Construction Products Corp.	1/6/2011	Chatham County
GA	SPI	Superior Plus Construction Products Corp.	1/6/2011	Richmond County
GA	SPI	Superior Plus Construction Products Corp.	1/7/2011	Dekalb County
IA	SPI	FBM Galaxy, Inc.	1/14/2011	IA SOS
ID	SPI	Superior Plus Construction Products Corp.	1/5/2011	ID SOS
IN	SPI	FBM Galaxy, Inc.	1/4/2011	IN SOS
LA	SPI	Superior Plus Construction Products Corp.	1/11/2011	LA SOS

State	Tradename	Company	Date	Registered With
NY	SPI	Superior Plus Construction Products Corp.	1/12/2011	NY DOS
PA	SPI	Superior Plus Construction Products Corp.	1/7/2011	PA SOS
TX	SPI	Superior Plus Construction Products Corp.	1/7/2011	TX SOS
TX	SPI	Superior Plus Construction Products Corp.	1/14/2011	Travis County Clerk
WV	SPI	FBM Galaxy, Inc.	1/10/2011	WV SOS
WY	SPI	Superior Plus Construction Products Corp.	1/14/2011	WY SOS
CO	International Technifab SPI	Superior Plus Construction Products Corp.	1/6/2010	
WY	International Technifab SPI	Superior Plus Construction Products Corp.	1/8/2010	WY SOS
CT	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/6/2011	Stratford Town Clerk
FL	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/6/2011	FL DOS
GA	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/6/2011	Chatham County
GA	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/7/2011	Dekalb County
GA	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/6/2011	Richmond County
IA	Specialty Products & Insulation	FBM Galaxy, Inc.	1/14/2011	IA SOS
ID	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/5/2011	ID SOS
IN	Specialty Products & Insulation	FBM Galaxy, Inc.	1/4/2011	IN SOS
LA	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/11/2011	LA SOS
PA	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/7/2011	PA SOS
TX	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/5/2011	All counties in TX
TX	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/7/2011	Travis County Clerk
UT	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/5/2011	UT SOS
WV	Specialty Products & Insulation	FBM Galaxy, Inc.	1/10/2011	WV SOS
WY	Specialty Products & Insulation	Superior Plus Construction Products Corp.	1/28/2011	WY SOS
ID	Paragon Pacific Insulation	Specialty Products & Insulation Co.	1/4/2010	ID SOS

Title	Filing Date Issued Date	Status	Application Registration No.
SPI	N/A	Reg. (WY) Reg. (LA)	2011-000595400 62-6944

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Exhibit B

Transferred Patents

Owner	Title	Filing Date Issued Date	Status	Application Registration No.
Foundation Building Materials, LLC	Prefabricated Fixture Protection Cover and Assembly and Method of Use Thereof	December 8, 2009	Registered	United States 7,627,999 B2

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