

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tonoga, Inc.		06/11/2019	Corporation:
RECEIVING PARTY DATA			
Name:	AGC Inc.		
Street Address:	1-5-1, Marunouchi		
City:	Chiyoda-ku, Tokyo		
State/Country:	JAPAN		
Postal Code:	100-8405		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2793150	TACLAM	
CORRESPONDENCE DATA			
Fax Number:	5184525579		
<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:	518-452-5600		
Email:	sandy.obrien@hrfmlaw.com		
Correspondent Name:	Brett M. Hutton		
Address Line 1:	5 Columbia Circle		
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.		
Address Line 4:	Albany, NEW YORK 12203		
NAME OF SUBMITTER:	Brett M. Hutton		
SIGNATURE:	/Brett M. Hutton/		
DATE SIGNED:	06/11/2019		
Total Attachments: 5			
source=1350.127 AGC signed Tonoga Trademark Assignment Agreement (H1488856xD16FB)#page1.tif			
source=1350.127 AGC signed Tonoga Trademark Assignment Agreement (H1488856xD16FB)#page2.tif			
source=1350.127 AGC signed Tonoga Trademark Assignment Agreement (H1488856xD16FB)#page3.tif			
source=1350.127 AGC signed Tonoga Trademark Assignment Agreement (H1488856xD16FB)#page4.tif			
source=1350.127 AGC signed Tonoga Trademark Assignment Agreement (H1488856xD16FB)#page5.tif			

CH \$40.00 2793150

TONOGA TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is between Tonoga, Inc., a Delaware corporation, ("**ASSIGNOR**"), and AGC Inc., a Japanese corporation ("**ASSIGNEE**"), having an effective date that is the date this Agreement has been executed by the last party to duly sign ("Tonoga Trademark Assignment Effective Date").

WHEREAS, ASSIGNOR is the listed owner of record of the United States Trademark Registration No. 2,793,150 for the TACLAM trademark directed to "fiberglass reinforced laminate sheets for use in the manufacture of circuit boards" ("TACLAM Registration"), listed in Exhibit A, and is the owner of unregistered trademarks listed in Exhibit A.

WHEREAS, pursuant to a Unit and Asset Purchase Agreement dated November 29, 2018, between **ASSIGNOR** and **ASSIGNEE** (the "UAPA"), **ASSIGNOR** has agreed to sell, transfer, convey, assign, and deliver to **ASSIGNEE**, and **ASSIGNEE** has agreed to accept and acquire, certain assets owned and used by **ASSIGNOR** in its Advanced Dielectric Divisions Business involving the manufacturing and selling of RF Laminates, prepregs and high speed digital and flexible interconnect material;

WHEREAS, some of the assets that **ASSIGNOR** has agreed to sell, transfer, convey, assign, and deliver to **ASSIGNEE**, and **ASSIGNEE** has agreed to accept and acquire, pursuant to the UAPA include certain trademark rights and associated goodwill, namely the trademarks, listed in Exhibit A ("Transferred Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, **ASSIGNOR** hereby expressly in writing assigns and transfers to **ASSIGNEE**, and its successors, representatives and assigns, any and all right, title and interest **ASSIGNOR** has or may have in and to the Transferred Trademarks, together with any goodwill of the business symbolized by the trademark which are the subject of said Transferred Trademarks, and any applications, registrations, renewals and extensions thereof for the Transferred Trademarks; all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect; and the right to recover and take all such proceedings as may be necessary for the recovery of damages or other remedies in respect of all infringements of the Transferred Trademarks, whether committed before or after the Tonoga Trademark Assignment Effective Date.

ASSIGNOR hereby represents that it is the listed owner of record of the TACLAM Registration and is the owner of the unregistered trademarks listed in Exhibit A, that the Transferred Trademarks are free and clear of any and all security interests or liens, that the **ASSIGNOR** has not granted any rights or licenses to any third party to use the Transferred Trademarks, and that the **ASSIGNOR** is not aware of any competing claims or interests for the Transferred Trademarks.

ASSIGNOR hereby authorizes ASSIGNEE, at the expense of ASSIGNEE, to take all necessary and/or appropriate steps to effectuate this Agreement and the transfer of rights hereunder, including recordation thereof in the appropriate Trademark Offices.

ASSIGNOR hereby covenants and agrees that, at any time and from time to time after the date of this Agreement, at ASSIGNEE's request, or at the request of ASSIGNEE's successors, representatives or assigns, ASSIGNOR shall reasonably cooperate with ASSIGNEE to execute and deliver such documents and other papers, and otherwise provide reasonable assistance to ASSIGNEE, as may be required to grant, transfer, convey, deliver and assign to ASSIGNEE any of the Transferred Trademarks.

ASSIGNOR agrees to discontinue all use of the Transferred Trademarks upon the Tonoga Trademark Assignment Effective Date and agrees not to file any trademark application for the trademarks listed in Exhibit A anywhere in the world without the express written consent of ASSIGNEE.

It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Transferred Trademarks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers to be effective as of the Tonoga Trademark Assignment Effective Date.

ASSIGNOR: TONOGA, INC.	ASSIGNEE: AGC INC.
By: <u>Andrew G. Russell</u>	By: _____
Name: <u>Andrew G. Russell</u>	Name: _____
Title: <u>C.E.O.</u>	Title: _____
Date: <u>6-11-19</u>	Date: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers to be effective as of the Tonoga Trademark Assignment Effective Date.

ASSIGNOR: TONOGA, INC.	ASSIGNEE: AGC INC.
By: _____	By: <u>Satoshi Takada</u>
Name: _____	Name: <u>Satoshi Takada</u>
Title: _____	Title: <u>Executive Officer,</u>
Date: _____	Title: <u>GM of Business Development Div.</u>
	Date: <u>11th June 2019</u>

EXHIBIT A

UNREGISTERED TRADEMARKS RELATING TO ADD BUSINESS

Worldwide	Tacreg	TBD
-----------	--------	-----

REGISTERED TRADEMARKS RELATING TO ADD BUSINESS

Region	Mark	Class/Goods	Registration No.	Registration Date
U.S.	TACLAM	IC 017: Fiberglass reinforced laminate sheets for use in the manufacture of circuit boards	2,793,150	12/9/2003