

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ILLINOIS TOOL WORKS INC.		12/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHNS MANVILLE		
Street Address:	717 SEVENTEENTH STREET		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1211142	CHILDERS	
Registration Number:	0802542	CHILDERS	
Registration Number:	1687550	PABCO	
Registration Number:	2616185	TRYMER	
Registration Number:	1258540	TRYMER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	lastes@ballardspahr.com		
Correspondent Name:	Ballard Spahr LLP		
Address Line 1:	1735 Market Street		
Address Line 2:	51st floor; c/o Stephanie Laste		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	STEPHANIE LASTE		
SIGNATURE:	/STEPHANIE LASTE/		
DATE SIGNED:	12/16/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 6, 2019, by and between ILLINOIS TOOL WORKS INC., a Delaware corporation ("Assignor"), and JOHNS MANVILLE, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement, dated as of November 19, 2019, by and between Assignor and Assignee (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer, assign, convey and deliver (and cause to be transferred, assigned, conveyed and delivered) certain assets to Assignee, and Assignee has agreed to assume certain liabilities of Assignor;

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the Purchase Agreement;

WHEREAS, Assignor is the owner of the trademarks, and all of the registrations and applications therefor, set forth on Schedule A hereto, and all common law rights therein, and all goodwill associated therewith (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor the assignment of, all right, title and interest of Assignor in and to the Assigned Trademarks pursuant to and in accordance with the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Subject to the terms of the Purchase Agreement, Assignor hereby transfers, assigns, conveys and delivers to Assignee, and Assignee accepts, all worldwide right, title and interest of Assignor in and to the Assigned Trademarks, including any and all associated (i) goodwill symbolized thereby, (ii) rights, claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any action at law or in equity and (iii) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. Further Assurances. Assignor hereby covenants and agrees to execute such further and confirmatory assignments in recordable form as Assignee may reasonably request to the extent necessary to vest record title of the Assigned Trademarks in Assignee. In the event Assignor does not respond to such a request, Assignor hereby irrevocably appoints Assignee, and any of its officers as Assignor's attorney-in-fact to execute any written instruments and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Assigned Marks, all at the sole cost and expense of Assignee, and to acknowledge, deliver and record such in the United States Patent and Trademark Office or any foreign equivalent. Assignor further authorizes and requests the Commissioner of Patents and

Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the owner of the Assigned Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole enjoyment of Assignee and its successors and assigns.


3. Purchase Agreement Controlling. This Assignment is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, except as and to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of each party contained in the Purchase Agreement.

4. Miscellaneous. This Assignment is binding upon, and inures to the benefit of and is enforceable by, each of the parties and their respective successors and permitted assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent applicable, Article XI (General Provisions) of the Purchase Agreement shall apply to and govern this Assignment, *mutatis mutandis*.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ILLINOIS TOOL WORKS INC.

By: 
Name: David Livingston
Title: Vice President Business Development /
Treasury

JOHNS MANVILLE

By: _____
Name:
Title:

[Trademark Assignment]

TRADEMARK
REEL: 006816 FRAME: 0995

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ILLINOIS TOOL WORKS INC.

By: _____
Name:
Title:

JOHNS MANVILLE

By: Greg Clarke
Name: Greg Clarke
Title: Senior Vice President and Chief Financial Officer

[Trademark Assignment]

TRADEMARK
REEL: 006816 FRAME: 0996

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Country	App. No. / Reg. No.	Status/Status Date	Owner Information
CHILDERS	Canada	TMA259290	Registered - May 29, 1981	Illinois Tool Works Inc.
CHILDERS	China	5555599	June 28, 2009	Illinois Tool Works Inc.
CHILDERS	European Union	2189652	May 7, 2002	Illinois Tool Works Inc.
CHILDERS	United States of America	1211142	October 5, 1982	Illinois Tool Works Inc.
CHILDERS	United States of America	802542	January 25, 1966	Illinois Tool Works Inc.
PABCO	China	5555600	January 28, 2011	Illinois Tool Works Inc.
PABCO	United States of America	1687550	May 19, 1992	Illinois Tool Works Inc.
PABCO- CHILDERS	Brazil	8831071010		Illinois Tool Works Inc.
PAMSIL	Mexico	531509		Illinois Tool Works Inc.
TRYMER	Canada	TMA536596	November 3, 2000	Illinois Tool Works Inc.

Mark	Country	App. No. / Reg. No.	Status/Status Date	Owner Information
TRYMER	Canada	TMA331753	September 11, 1987	Illinois Tool Works Inc.
TRYMER	Mexico	611383	May 27, 1999	Illinois Tool Works Inc.
TRYMER	Saudi Arabia	549/95	November 12, 2000	Illinois Tool Works Inc.
TRYMER	United Arab Emirates	29764	November 26, 2001	Illinois Tool Works Inc.
TRYMER	United States of America	2616185	September 10, 2002	Illinois Tool Works Inc.
TRYMER	United States of America	1258540	November 22, 1983	Illinois Tool Works Inc.
TRYMER	Brazil	831064650	December 2, 2014	Illinois Tool Works, Inc.
XPS	United States of America	Common Law	Common Law	Illinois Tool Works Inc.
XPS PIB	United States of America	Common Law	Common Law	Illinois Tool Works Inc.