

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockwool AB		09/29/2020	Company: SWEDEN
RECEIVING PARTY DATA			
Name:	Rockwool International A/S		
Street Address:	Hovedgaden 584		
City:	Hedehusene		
State/Country:	DENMARK		
Postal Code:	DK-2640		
Entity Type:	Aktieselskab: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87314585	PARAFON	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	B. Brett Heavner		
Address Line 1:	901 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	B. Brett Heavner		
SIGNATURE:	/B. Brett Heavner/		
DATE SIGNED:	11/05/2020		
Total Attachments: 5			
source=Trademark and Assignment Agreement - ROCKWOOL AB to ROCKWOOL International (executed)#page1.tif			
source=Trademark and Assignment Agreement - ROCKWOOL AB to ROCKWOOL International (executed)#page2.tif			
source=Trademark and Assignment Agreement - ROCKWOOL AB to ROCKWOOL International (executed)#page3.tif			

OP \$40.00 87314585

source=Trademark and Assignment Agreement - ROCKWOOL AB to ROCKWOOL International
(executed)#page4.tif

source=Trademark and Assignment Agreement - ROCKWOOL AB to ROCKWOOL International
(executed)#page5.tif

Trademark and Assignment Agreement

This Trademark and Assignment Agreement, including Exhibit 1 (hereinafter referred to as the "Agreement") is made and entered into on September 29, 2020 (the "Effective Date") by and between the following parties:

Rockwool AB

Company registration number 556347-9152

Kompanigatan 5

Box 11505

550 11 JÖNKÖPING

Sweden

(hereinafter referred to as "Seller")

and

ROCKWOOL International A/S

Company registration number 54879415

Hovedgaden 584

2640 Hødehusene

Denmark

(hereinafter referred to as "Purchaser")

(referred to collectively as the "Parties")

Whereas:

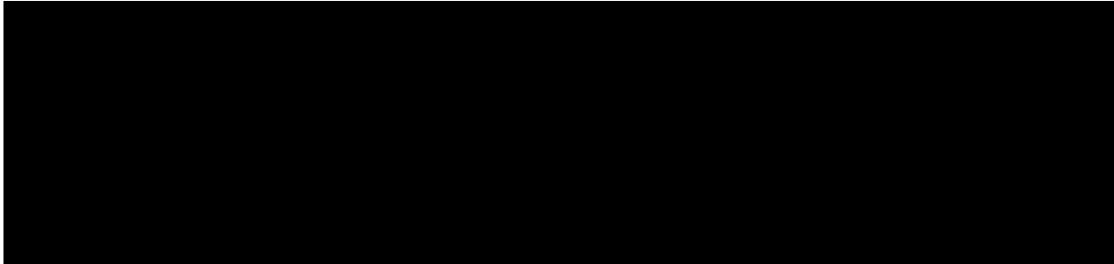
1. Seller is the owner of the trademarks and domain names listed in Exhibit 1 (the "Trademarks") and any intangible assets that are the result of legal or contractual rights, including licenses, copyrights, unregistered trademarks, confidential information, trade secrets and goodwill; Any trademark and domain name of the Seller that Purchaser may not be aware of at the entering of this agreement is also included in this agreement, unless otherwise agreed by the parties in a separate agreement.
2. Purchaser wishes to acquire Sellers rights in the Trademarks and any intangible assets that are the result of legal or contractual rights, including licenses, copyrights, unregistered trademarks, confidential information, trade secrets and goodwill; and the Seller wishes to sell these Trademarks to Purchaser on the terms and conditions set forth below.

THEREFORE, in consideration of the payment of the purchase price by Purchaser to Seller and the promises and agreements contained herein, the sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. ASSIGNMENT

1.1. Seller hereby sells, assigns, conveys and transfers to Purchaser its entire right, title and interest in the Trademarks together with all goodwill associated therewith, for use, registration, extension or deletion by Purchaser in the territories as listed in Exhibit 1.

2. Purchase price



3. COOPERATION; COSTS AND EXPENSES.

3.1. After payment of the Purchase Price and upon the request of Purchaser, Seller must, on Purchaser's request, execute and deliver to Purchaser all documentation required to perfect the transfer of the Trademarks.

3.2. Subject to the foregoing, Purchaser will be responsible for preparation of all documentation required to perfect the transfer of the Trademarks and will pay all costs incurred in connection therewith.

3.3. Each party must execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this agreement.

4. Warranty

4.1. To the best of the Seller's knowledge, Seller is the owner of all right, title and interest in the Trademarks as listed in Exhibit 1, that these lists are complete, and these Trademarks are valid and in good standing.

Governing law

- 4.2. This Agreement is governed by and construed in accordance the laws of Denmark with the exclusion of any conflict of law rules.
- 4.3. Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, must be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration must take place in Copenhagen. The award of the arbitrators shall be final and binding on both parties. The Parties bind themselves to carry out the award of the arbitrators. The language of the arbitration proceedings shall be in the Danish language, unless a Party requests that the proceeding to be conducted in the English language and this is accepted by the Arbitral Tribunal.

5. Severability

- 5.1. If one or more provisions of this Agreement are held to be enforceable under applicable law, the Parties agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement of such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

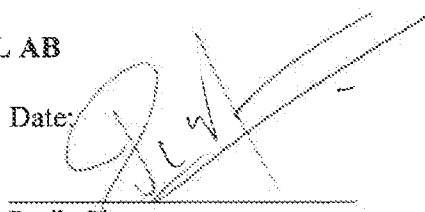
Signed for and on behalf of ROCKWOOL AB

Date:



Marianne Iversen

Date:



Parik Chopra

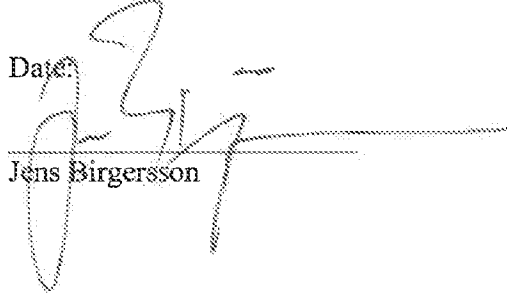
Signed for and on behalf of ROCKWOOL International A/S

Date:



Kim Junge Andersen

Date:



Jens Birgersson

Exhibit I

Registered trademarks

Trademark	Country	Status	Application Number and Date	Registration Number and Date
PARAFON	Belarus	Registration	925724 09 May 2007	925724 09 May 2007
PARAFON	China	Registration	22790133 10 February 2017	22790133 21 February 2018
PARAFON	China	Registration	22790132 10 February 2017	22790132 21 April 2018
PARAFON	Denmark	Registration	VA 1988 03664 31 May 1988	VR 1991 07172 25 October 1991
PARAFON	European Union	Registration	925724 09 May 2007	925724 09 May 2007
PARAFON	Finland	Registration	T196704844 11 December 1967	54479 21 April 1969
PARAFON	France	Registration	738295 02 April 1985	1304465 02 April 1985
PARAFON	Iceland	Registration	369/1988 31 May 1988	222/1990 10 April 1990
PARAFON	Iceland	Registration	925724 09 May 2007	925724 09 May 2007
PARAFON	Norway	Registration	925724 09 May 2007	925724 09 May 2007
PARAFON	Norway	Registration	19882345 30 May 1988	137672 20 July 1989
PARAFON	Russian Federation	Registration	925724 09 May 2007	925724 09 May 2007
PARAFON	Sweden	Registration	1994/07089 08 July 1994	301233 05 May 1995
PARAFON	Ukraine	Registration	925724 09 May 2007	925724 09 May 2007
PARAFON	USA	Pending	87314585 26 January 2017	
PARAFON	WIPO	Registration	925724 09 May 2007	925724 09 May 2007
PARACEM	Finland	Registration	T196503244 25 September 1985	98672 20 May 1987
PARACEM	Finland	Registration	T201752517 14 November 2017	272335 4 June 2018
DEVIL'S (fig.)	European Union	Registered	017902176 18 May 2018	017902176 07 September 2018
DEVIL'S (fig.)	Norway	Registered	201806755 22 May 2018	301767 04 January 2019

Domain Names:

Akustiikka.fi	Finland
Parafon.fi	Finland
Parafon.no	Norway
Parafon.se	Sweden
Parafonacoustic.ru	Russian Federation