

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2020
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Gypsum Properties, LLC		01/07/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ProForm Finishing Products, LLC
Street Address:	2001 Rexford Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 98

Property Type	Number	Word Mark
Registration Number:	2126604	1-800-NATIONAL
Registration Number:	6075466	BUILDING FUTURES
Registration Number:	5375518	BUILDING PRODUCTS FOR A BETTER FUTURE
Registration Number:	4878826	BUILDING PRODUCTS FOR A BETTER FUTURE
Registration Number:	6011043	
Registration Number:	6105241	
Registration Number:	4679865	DEXCELL
Registration Number:	4693317	DEXCELL BRAND
Registration Number:	1095192	
Registration Number:	1585679	DURABASE
Registration Number:	0693038	DURASAN
Registration Number:	3945159	DUST-TECH
Registration Number:	2027533	EASY FINISH
Registration Number:	2373391	EDGETECH
Registration Number:	6050705	EVOLVE YOUR WALLS
Registration Number:	2615871	EXCELLENCE ACROSS THE BOARD
Registration Number:	2636641	EXCELLENCE ACROSS THE BOARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2615874	EXCELLENCE ACROSS THE BOARD
Registration Number:	4226442	EXP
Registration Number:	5670603	EXP
Registration Number:	3535589	FASTRACK
Registration Number:	0735169	FIRE-SHIELD
Registration Number:	5892720	FIRE-SHIELD 30
Registration Number:	5892721	FIRE-SHIELD 60
Registration Number:	1529318	GOLD BOND
Registration Number:	0973177	GOLD BOND
Registration Number:	0412668	GOLD BOND
Registration Number:	5276655	GOLD BOND CLASSIC
Registration Number:	2935417	GRIDMARX
Registration Number:	2977275	GRIDMARX
Registration Number:	1465484	GRIDSTONE
Registration Number:	0403210	GYPSOLITE
Registration Number:	2151382	HI-ABUSE
Registration Number:	1858619	HIGH FLEX
Registration Number:	5824783	HIGH STRENGTH FIRE-SHIELD 30
Registration Number:	5831785	HIGH STRENGTH FIRE-SHIELD 60
Registration Number:	4155921	HIGH STRENGTH LITE
Registration Number:	5674024	HIGH STRENGTH LITE
Registration Number:	1970635	HI-IMPACT
Registration Number:	5831116	HI-IMPACT
Registration Number:	3949182	INTERIOR EXTREME
Registration Number:	0788375	KAL-KORE
Registration Number:	0749297	KAL-KOTE
Registration Number:	0788376	KAL-MESH
Registration Number:	6177628	LITE-BLUE
Registration Number:	5842152	MAX 12
Registration Number:	0739602	MULTI-FLEX
Registration Number:	2420677	NATIONAL GYPSUM
Registration Number:	5901051	NATIONAL GYPSUM
Registration Number:	6122115	NATIONAL GYPSUM
Registration Number:	2224047	NATIONAL GYPSUM
Registration Number:	2478854	NATIONAL GYPSUM
Registration Number:	6093619	NATIONAL GYPSUM
Registration Number:	6110999	NATIONAL GYPSUM
Registration Number:	6093620	NATIONAL GYPSUM

Property Type	Number	Word Mark
Registration Number:	6122116	NATIONAL GYPSUM
Registration Number:	2167740	NGC
Registration Number:	4525958	NGC TESTING SERVICES ACOUSTICAL · FIRE ·
Registration Number:	2964736	NGC4ME.COM
Registration Number:	1119473	PERFECT SPRAY
Registration Number:	5900719	PERMA BASE
Registration Number:	2420018	PERMA BASE FLEX
Registration Number:	2468194	PERMABASE
Registration Number:	2490837	PERMABASE FLEX
Registration Number:	4469765	PERMABASE PLUS BRAND CEMENT BOARD
Registration Number:	4462342	PERMABASE PLUS
Registration Number:	3874399	PERMABASE ULTRABACKER
Registration Number:	1862149	PROFORM
Registration Number:	4200387	
Serial Number:	88235203	PURPLE
Serial Number:	88235184	
Serial Number:	88977948	
Serial Number:	88275369	PURPLE EVOLVE YOUR WALLS
Serial Number:	88275373	PURPLE EVOLVE YOUR WALLS
Registration Number:	1494275	SEASPRAY
Registration Number:	2749649	SEASPRAY HI-STRENGTH MVR
Registration Number:	2957604	SHAFTLINER XP
Registration Number:	3321401	SOUNDBREAK
Registration Number:	3321400	SOUNDBREAK
Registration Number:	5444792	SOUNDBREAK XP
Registration Number:	5444791	SOUNDBREAK XP
Registration Number:	5932436	SOUNDBREAK XP CEILING
Registration Number:	5444790	SOUNDBREAK XP RETROFIT
Registration Number:	5932435	SOUNDBREAK XP WALL
Registration Number:	0942219	STA-SMOOTH
Registration Number:	5041654	THE PURPLE BOOK
Registration Number:	5190773	THE SOUNDBOOK
Registration Number:	1512681	ULTRA LITE
Registration Number:	4768270	ULTRA-SHIELD FS
Registration Number:	2432528	UNIFIX
Registration Number:	0995164	UNI-KAL
Registration Number:	3047543	WWW.NGC4ME.COM
Registration Number:	1748515	X-KALIBUR

Property Type	Number	Word Mark
Registration Number:	2926761	XP
Registration Number:	3193478	XP
Serial Number:	88026511	MAX 14
Serial Number:	88026505	MAX 16
Serial Number:	88026489	MAX 18

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

Phone: 7043311000

Email: ADH-PTOTMCorrespondence@mvalaw.com

Correspondent Name: Arlene D. Hanks

Address Line 1: 100 N. Tryon St., Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	046732.42
NAME OF SUBMITTER:	Arlene D. Hanks
SIGNATURE:	/arlenedhanks/
DATE SIGNED:	03/11/2021

Total Attachments: 9

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ASSIGNMENT

This **ASSIGNMENT** is made and effective as of 11:58 p.m. EST on December 31, 2020 (hereinafter the "Effective Time"), by and between **National Gypsum Properties, LLC**, a Delaware limited liability company, having a principal place of business at 2001 Rexford Road, Charlotte, NC 28211 ("Assignor"), and **ProForm Finishing Products, LLC**, a Delaware limited liability company, having a principal place of business at 2001 Rexford Road, Charlotte, NC 28211 ("Assignee"), as follows:

WHEREAS, at the Effective Time, Assignor was the owner of all rights, title and interest in and to the trademarks and service marks and the registrations and applications for registration thereof in the United States Patent and Trademark Office as more fully set forth on the attached Schedule A and the common law trademarks more fully set forth on the attached Schedule B, (hereinafter collectively, the "Marks"), and the goodwill of the business associated therewith and symbolized thereby, all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor; and

WHEREAS, pursuant to an Intellectual Property Assignment and Assumption Agreement entered into by and between Assignor and Assignee dated and effective as of the Effective Time hereof (the "IP Assignment Agreement"), Assignor agreed to and at the Effective Time did sell, sell, assign, transfer and set over deliver to Assignee, among other assets, all rights, title and interest in and to the Marks and all rights appurtenant thereto; and

WHEREAS, the parties are desirous of memorializing the assignment of the Marks and all rights appurtenant thereto from Assignor to Assignee;

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

1. Pursuant to the IP Assignment Agreement, Assignor sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, as of the Effective Time, all of Assignor's rights, title and interest in and to the Marks together with all of the goodwill associated or connected with the use thereof and symbolized thereby and together with, by virtue of the IP Assignment Agreement, that portion of the existing and ongoing business that pertains to any Marks made the subject of intent-to-use applications

filed pursuant to Section 1(b) of the United States Trademark Act, 15 U.S.C. § 1051, *et seq.*; and including without limitation (a) all common law rights therein; and (b) any and all interest and income derived from the foregoing, including claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Time hereof, including without limitation all rights to and claims for damages and profits, restitution and injunctive and other legal and equitable relief by reason of any past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default, unauthorized use and all other related causes of action, with the right but not the obligation to sue for such legal and/or equitable relief and the right to collect or otherwise recover and retain any such damages, settlements and proceeds recovered therefrom; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Assignor authorizes and requests the United States Patent and Trademark Office Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee.

3. This Assignment is to be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

4. The terms of the IP Assignment Agreement are incorporated herein by reference. The parties hereto acknowledge and agree that the terms of the IP Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Assignment Agreement and the terms hereof, the terms of the IP Assignment Agreement shall govern.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have each caused this Assignment to be executed by its duly authorized officer on the days and dates set forth below effective as of the Effective Time set forth above.





National Gypsum Properties, LLC
Assignor


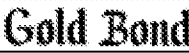
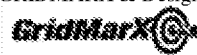
By: Laura C. Budzichowski
Name: Laura C. Budzichowski
Title: Vice President and Secretary
Date: January 7, 2021




ProForm Finishing Products, LLC
Assignee






By: George W. Beckwith
Name: George W. Beckwith
Title: Vice President
Date: January 7, 2021









Schedule A


Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
United States	1-800-NATIONAL	75060094 02/20/1996	2126604 01/06/1998	37
United States	BUILDING FUTURES	87843879 03/21/2018	6075466 06/09/2020	16, 35
United States	BUILDING PRODUCTS FOR A BETTER FUTURE	86074175 09/25/2013	5375518 01/09/2018	16, 35
United States	BUILDING PRODUCTS FOR A BETTER FUTURE	86977850 09/25/2013	4878826 12/29/2015	17
United States	Colored Bar Design 	88275386 01/24/2019	6011043 03/17/2020	1, 2, 6, 16, 17, 35, 37, 42
United States	Colored Bar Design 	88506332 07/09/2019	6105241 07/21/2020	19
United States	DEXCELL	86156369 01/02/2014	4679865 01/27/2015	19
United States	DEXCELL BRAND & Design 	86156357 01/02/2014	4693317 02/24/2015	19
United States	Diagonal Stripe Design 	73120493 03/28/1977	1095192 07/04/1978	19
United States	DURABASE	73814481 07/24/1989	1585679 03/06/1990	19
United States	DURASAN	72075872 06/16/1959	693038 02/16/1960	19
United States	DUST-TECH	77789302 07/24/2009	3945159 04/12/2011	2, 17
United States	EASY FINISH	74565379 08/25/1994	2027533 12/31/1996	17
United States	EDGETECH	75403701 12/11/1997	2373391 08/01/2000	19
United States	EVOLVE YOUR WALLS	88235193 12/19/2018	6050705 05/12/2020	16, 37
United States	EXCELLENCE ACROSS THE BOARD	76127113 09/13/2000	2615871 09/03/2002	16
United States	EXCELLENCE ACROSS THE BOARD	76127112 09/13/2000	2636641 10/15/2002	42

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
United States	EXCELLENCE ACROSS THE BOARD & Design 	76127673 09/13/2000	2615874 09/03/2002	42
United States	eXP	85230427 01/31/2011	4226442 10/16/2012	19
United States	EXP	88087820 08/22/2018	5670603 02/05/2019	19
United States	FASTRACK	78947551 08/08/2006	3535589 11/18/2008	17
United States	FIRE-SHIELD	72117644 04/11/1961	735169 07/31/1962	19
United States	FIRE-SHIELD 30	88107390 09/06/2018	5892720 10/22/2019	19
United States	FIRE-SHIELD 60	88107397 09/06/2018	5892721 10/22/2019	19
United States	GOLD BOND	73697329 11/23/1987	1529318 03/14/1989	6, 19
United States	GOLD BOND	72411968 01/07/1972	973177 11/20/1973	1
United States	GOLD BOND (Stylized) 	71473914 09/06/1944	412668 03/20/1945	19
United States	GOLD BOND CLASSIC	86190494 02/11/2014	5276655 08/29/2017	19
United States	GRIDMARX	76501308 03/25/2003	2935417 3/22/2005	19
United States	GRIDMARX & Design 	76501319 03/25/2003	2977275 07/26/2005	19
United States	GRIDSTONE	73651816 03/27/1987	1465484 11/17/1987	19
United States	GYP SOLITE	71455985 10/05/1942	403210 09/14/1943	19
United States	HI-ABUSE	75146641 08/07/1996	2151382 04/14/1998	19
United States	HIGH FLEX	74442294 09/30/1993	1858619 10/18/1994	19
United States	HIGH STRENGTH FIRE-SHIELD 30	88107403 09/06/2018	5824783 08/06/2019	19
United States	HIGH STRENGTH FIRE-SHIELD 60	88107408 09/06/2018	5831785 08/13/2019	19
United States	HIGH STRENGTH LITE	85309521 05/02/2011	4155921 06/05/2012	19

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
United States	HIGH STRENGTH LITE	87947929 06/04/2018	5674024 02/12/2019	19
United States	HI-IMPACT	74531787 05/31/1994	1970635 04/23/1996	19
United States	HI-IMPACT	87859279 04/02/2018	5831116 08/13/2019	19
United States	INTERIOR EXTREME	85006062 04/05/2010	3949182 04/19/2011	19
United States	KAL-KORE	72197157 07/29/1964	788375 04/20/1965	19
United States	KAL-KOTE	72149585 07/23/1962	749297 05/14/1963	19
United States	KAL-MESH	72197159 07/06/1964	788376 04/20/1965	19
United States	LITE-BLUE & Design 	88398268 04/23/2019	6177628 10/20/2020	17
United States	MAX 12	87805282 02/21/2018	5842152 08/27/2019	19
United States	MAX 14	88026511 07/05/2018	N/A	19
United States	MAX 16	88026505 07/05/2018	N/A	19
United States	MAX 18	88026489 07/05/2018	N/A	19
United States	MULTI-FLEX	72121582 06/07/1961	739602 10/23/1962	19
United States	NATIONAL GYPSUM	75693225 04/28/1999	2420677 01/16/2001	17, 19
United States	NATIONAL GYPSUM	88275361 01/24/2019	5901051 11/05/2019	1, 2, 6, 16, 17, 35, 37, 42
United States	NATIONAL GYPSUM	88506291 07/09/2019	6122115 08/11/2020	19
United States	NATIONAL GYPSUM & Design 	75391510 11/10/1997	2224047 02/16/1999	6, 17, 19
United States	NATIONAL GYPSUM COMPANY & Design 	75558041 09/24/1998	2478854 08/21/2001	16
United States	NATIONAL GYPSUM & Design (Color)	88275375	6093619	1, 2, 6, 16, 17, 35, 37, 42

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
	National  Gypsum	01/24/2019	07/07/2020	
United States	NATIONAL GYPSUM & Design (Color) National  Gypsum	88506306 07/09/2019	6110999 07/28/2020	19
United States	NATIONAL GYPSUM & Design (B/W) National  Gypsum	88275381 01/24/2019	6093620 07/07/2020	1, 2, 6, 16, 17, 35, 37, 42
United States	NATIONAL GYPSUM & Design (B/W) National  Gypsum	88506318 07/09/2019	6122116 08/11/2020	19
United States	NGC	75339245 08/06/1997	2167740 06/23/1998	42
United States	NGC TESTING SERVICES ACOUSTIC FIRE STRUCTURAL ANALYTICAL & Design NGC  TESTING SERVICES <small>ACOUSTICAL • FIRE • STRUCTURAL • ANALYTICAL</small>	86137452 12/06/2013	4525958 05/06/2014	42
United States	NGC4ME.COM	76577030 02/24/2004	2964736 07/05/2005	35
United States	PERFECT SPRAY	73159234 02/21/1978	1119473 06/05/1979	2
United States	PERMA BASE	88167473 10/24/2018	5900719 11/05/2019	19
United States	PERMA BASE FLEX	75682821 04/15/1999	2420018 01/09/2001	19
United States	PERMABASE	75578955 10/28/1998	2468194 07/10/2001	19
United States	PERMABASE FLEX	76160744 11/07/2000	2490837 09/18/2001	19
United States	PERMABASE PLUS BRAND CEMENT BOARD & Design Perma BASE PLUS <small>Cement Board</small>	85940949 05/23/2013	4469765 01/21/2014	19
United States	PERMABASE PLUS	85940839 05/23/2013	4462342 01/07/2014	19
United States	PERMABASE ULTRABACKER	77771556 06/30/2009	3874399 11/09/2010	19

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
United States	PROFORM	74352333 12/18/1992	1862149 11/08/1994	19
United States	Purple Color Design 	76689043 04/28/2008	4200387 09/04/2012	19
United States	PURPLE (Word Mark)	88235203 12/19/2018	N/A	16, 19, 37, 41
United States	Purple Color Design 	88235184 12/19/2018	N/A	19
United States	Purple Color Design 	88977948 12/19/2018	N/A	16
United States	PURPLE EVOLVE YOUR WALLS & Design 	88275369 01/24/2019	N/A	16, 37
United States	PURPLE EVOLVE YOUR WALLS & Design 	88275373 01/24/2019	N/A	16, 37
United States	SEASPRAY	73692300 10/28/1987	1494275 06/28/1988	19
United States	SEASPRAY HI-STRENGTH MVR	76393265 04/10/2002	2749649 08/12/2003	19
United States	SHAFTLINER XP	76505462 04/10/2003	2957604 05/31/2005	19
United States	SOUNDBREAK	78848015 03/28/2006	3321401 10/23/2007	19
United States	SOUNDBREAK & Design 	78848000 03/28/2006	3321400 10/23/2007	19
United States	SOUNDBREAK XP & Design (B/W) 	87399398 04/05/2017	5444792 04/10/2018	19
United States	SOUNDBREAK XP & Design (Purple) 	87399374 04/05/2017	5444791 04/10/2018	19
United States	SOUNDBREAK XP CEILING	87399320 04/05/2017	5932436 12/10/2019	19

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
United States	SOUNBREAK XP RETROFIT	87399340 04/05/2017	5444790 04/10/2018	19
United States	SOUNBREAK XP WALL	87399279 04/05/2017	5932435 12/10/2019	19
United States	STA-SMOOTH	72321258 03/10/1969	942219 09/05/1972	19
United States	THE PURPLE BOOK	86321739 06/26/2014	5041654 09/13/2016	16
United States	THE SOUNDBOOK	87178178 09/21/2016	5190773 04/25/2017	16
United States	ULTRA LITE	73682745 08/28/1987	1512681 11/15/1988	17
United States	ULTRA-SHIELD FS	86447130 11/06/2014	4768270 07/07/2015	19
United States	UNIFIX	75425544 01/29/1998	2432528 03/06/2001	19
United States	UNI-KAL	72466626 08/27/1973	995164 10/08/1974	19
United States	WWW.NGC4ME.COM & Design 	76577031 02/24/2004	3047543 01/24/2006	35
United States	X-KALIBUR	74280847 06/03/1992	1748515 01/26/1993	19
United States	XP	76542703 09/03/2003	2926761 02/15/2005	19
United States	XP	78822609 02/24/2006	3193478 01/02/2007	17