

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631372

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2020
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ProForm Finishing Products, LLC		01/07/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	6075466	BUILDING FUTURES
Registration Number:	6011043	
Registration Number:	6105241	
Registration Number:	1095192	
Registration Number:	2615871	EXCELLENCE ACROSS THE BOARD
Registration Number:	2636641	EXCELLENCE ACROSS THE BOARD
Registration Number:	2615874	EXCELLENCE ACROSS THE BOARD
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
Registration Number:	6122116	NATIONAL GYPSUM

OP \$415.00 6075466

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: 5**

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ASSIGNMENT

This **ASSIGNMENT** is made and effective as of 11:59 p.m. EST on December 31, 2020 (hereinafter the "Effective Time"), by and between **ProForm Finishing Products, LLC**, a Delaware limited liability company, having a principal place of business at 2001 Rexford Road, Charlotte, NC 28211 ("Assignor"), and **NG Corporate, 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 thereof in the United States Patent and Trademark Office as more fully set forth on the attached Schedule A, (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 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 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.

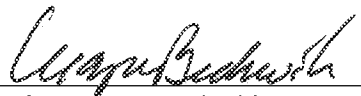
4. The terms of the IP Assignment Agreement are incorporated herein by reference. The parties hereto acknowledge and agree that the terms of the IP Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict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

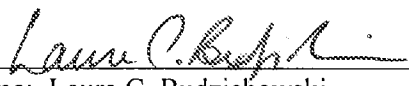
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IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have each caused this Assignment to be executed by its duly authorized officer on the days and dates set forth below effective as of the Effective Time set forth above.









ProForm Finishing Products, LLC
Assignor



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

NG Corporate, LLC
Assignee

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

Schedule A

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Class(es)
United States	BUILDING FUTURES	87843879	6075466	16, 35
United States	Colored Bar Design 	03/21/2018 88275386	06/09/2020 6011043	
United States	Colored Bar Design 	01/24/2019 88506332	03/17/2020 6105241	1, 2, 6, 16, 17, 35, 37, 42
United States	Diagonal Stripe Design 	07/09/2019 73120493	07/21/2020 1095192	19
United States	EXCELLENCE ACROSS THE BOARD	03/28/1977 76127113	07/04/1978 2615871	19
United States	EXCELLENCE ACROSS THE BOARD	09/13/2000 76127112	09/03/2002 2636641	16
United States	EXCELLENCE ACROSS THE BOARD	09/13/2000 76127673	10/15/2002 2615874	42
United States	EXCELLENCE ACROSS THE BOARD & Design 	09/13/2000	09/03/2002	42
United States	NATIONAL GYPSUM	75693225	2420677	17, 19
United States	NATIONAL GYPSUM	04/28/1999 88275361	01/16/2001 5901051	
United States	NATIONAL GYPSUM	01/24/2019 88506291	11/05/2019 6122115	1, 2, 6, 16, 17, 35, 37, 42
United States	NATIONAL GYPSUM	07/09/2019 88506291	08/11/2020 6122115	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 01/24/2019	6093619 07/07/2020	1, 2, 6, 16, 17, 35, 37, 42
United States	NATIONAL GYPSUM & Design (Color) 	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