

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631367

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:	National Gypsum Services Company
Street Address:	2001 Rexford Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2126604	1-800-NATIONAL
Registration Number:	5375518	BUILDING PRODUCTS FOR A BETTER FUTURE
Registration Number:	4878826	BUILDING PRODUCTS FOR A BETTER FUTURE
Registration Number:	2167740	NGC
Registration Number:	4525958	NGC TESTING SERVICES ACOUSTICAL · FIRE ·
Registration Number:	2964736	NGC4ME.COM
Registration Number:	3047543	WWW.NGC4ME.COM

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

TRADEMARK

REEL: 007233 FRAME: 0070

NAME OF SUBMITTER:	Arlene D. Hanks
SIGNATURE:	/arlenedhanks/
DATE SIGNED:	03/11/2021
Total Attachments: 4 source=US Assignment from PFFP to NGSC (Executed)#page1.tif source=US Assignment from PFFP to NGSC (Executed)#page2.tif source=US Assignment from PFFP to NGSC (Executed)#page3.tif source=US Assignment from PFFP to NGSC (Executed)#page4.tif	

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 **National Gypsum Services Company**, a Delaware corporation, 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.

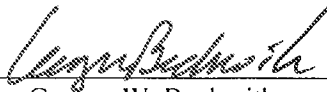
4. The terms of the IP Assignment Agreement are incorporated herein by reference. The parties hereto acknowledge and agree that the terms of the IP Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict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

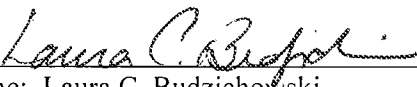
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IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have each caused this Assignment to be executed by its duly authorized officer on the days and dates set forth below effective as of the Effective Time set forth above.



ProForm Finishing Products, LLC
Assignor

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

National Gypsum Services Company
Assignee

By: 
Name: Laura C. Budzichowski
Title: Vice President, General Counsel, 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	1-800-NATIONAL	75060094 02/20/1996	2126604 01/06/1998	37
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	NGC	75339245 08/06/1997	2167740 06/23/1998	42
United States	NGC TESTING SERVICES ACOUSTIC FIRE STRUCTURAL ANALYTICAL & Design  ACOUSTICAL • FIRE • STRUCTURAL • ANALYTICAL	86137452 12/06/2013	4525958 05/06/2014	42
United States	NGC4ME.COM	76577030 02/24/2004	2964736 07/05/2005	35
United States	WWW.NGC4ME.COM & Design 	76577031 02/24/2004	3047543 01/24/2006	35