

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dyplast Products, LLC		03/12/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Kingspan Insulation, LLC		
Street Address:	2100 RiverEdge Parkway		
Internal Address:	Suite 175		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1275183	DYPLAST	
Registration Number:	3048758	DP	
Registration Number:	3048881	DYPLAST PRODUCTS	
Registration Number:	3219365	ISO-C1	
Registration Number:	4395111	DYTHERM	
Registration Number:	4771688	ISO-HT	
Registration Number:	4699464	DYPERM	
Registration Number:	5399949		
Registration Number:	5368469	ISO-CF	
Registration Number:	4775633	ISO-25	
CORRESPONDENCE DATA			
Fax Number:	6172263801		
<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:	tm@preti.com		
Correspondent Name:	Preti Flaherty Beliveau & Pachios LLP		
Address Line 1:	Suite 1100		
Address Line 4:	Boston, MASSACHUSETTS 02109		

CH \$265.00 1275183

ATTORNEY DOCKET NUMBER:	KINGSPAN (CMR 101244)
NAME OF SUBMITTER:	Ricardo Ochoa
SIGNATURE:	/Ricardo Ochoa/
DATE SIGNED:	03/25/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of March 12, 2021, is made by and between DYPLAST PRODUCTS, LLC (“Seller”), a Florida limited liability company, and KINGSPAN INSULATION, LLC, a Delaware limited liability company (“Buyer” and collectively with Seller, the “Parties”).

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated February 12, 2021 (the “Asset Purchase Agreement”), pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller all of Seller’s right, title and interest in and to the Transferred Assets;

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer is acquiring all of Seller’s right, title, and interest in and to the Name and the Intellectual Property Assets (as each is defined in the Asset Purchase Agreement); and

WHEREAS, in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement, Buyer and Seller have agreed to execute and deliver this IP Assignment.

NOW THEREFORE, in accordance with the Asset Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the Intellectual Property Assets included in the Transferred Assets, including the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(e) the right to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Recordation and Further Actions. Seller agrees to execute all documents of transfer and assignment, including, as applicable, documents to be filed with the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office or the corresponding entities or agencies in any applicable foreign countries or multinational authorities, and to execute and deliver such other reasonably necessary documentation, and otherwise agrees to assist Buyer, its successors and assigns as reasonably required to perfect in Buyer such right, title and other interest in and to the intellectual property assets expressly assigned to Buyer under this IP Assignment.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The terms contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(Signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

SELLER:

DYPLAST PRODUCTS, LLC

By: Henry T. Berglund III
Name: Henry T. Berglund III
Title: President and Chief Executive Officer

Address for notices:
7331 Old Overton Club Dr.
Birmingham, AL 35242

BUYER:

KINGSPAN INSULATION, LLC

By: _____
Name: Douglas D. Crawford
Title: Authorized Signatory

Address for notices:
2100 RiverEdge Parkway, Suite 175
Atlanta, GA 30328

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

SELLER:

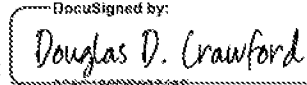
DYPLAST PRODUCTS, LLC

By: _____
Name: Henry T. Berglund III
Title: President and Chief Executive Officer

Address for notices:
7331 Old Overton Club Dr.
Birmingham, AL 35242

BUYER:

KINGSPAN INSULATION LLC

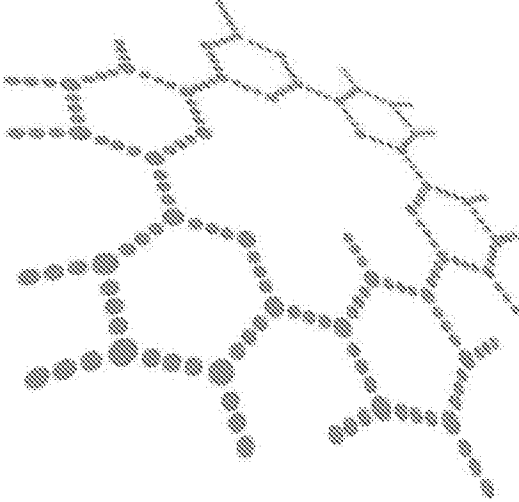
By:  _____
Name: Douglas D. Crawford
Title: Authorized Signatory

Address for notices:
2100 RiverEdge Parkway, Suite 175
Atlanta, GA 30328

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Serial Number	Reg. Number	Word Mark	Live/Dead
73414748	1275183	DYPLAST	Live
78375498	3048758	DP	Live
78414397	3048881	DYPLAST PRODUCTS	Live
78438291	3219365	ISO-C1	Live
85758421	4395111	DYTHERM	Live
86350888	4775633	ISO-25	Live
86351033	4771688	ISO-HT	Live
86351063	4699464	DYPERM	Live
87399418	5399949		Live
87405089	5368469	ISO-CF	Live