

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640654

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900608769		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DW Holdings, Inc.		11/23/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Rogers Corporation		
Street Address:	2225 W. Chandler Blvd.		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85224		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5243925	DEWAL	
Registration Number:	4089690	DYNAGLIDE	
Registration Number:	2871982	PORO-TEX	
Registration Number:	3919562	UNI-PORE	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<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:	8602862929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	Cantor Colburn LLP		
Address Line 1:	20 CHURCH STREET		
Address Line 2:	FLOOR 22		
Address Line 4:	HARTFORD, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	RT020586TUS		
NAME OF SUBMITTER:	Michelle P. Ciotola		
SIGNATURE:	/Michelle P. Ciotola/		
DATE SIGNED:	04/20/2021		

Total Attachments: 45

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CONFIRMATORY TRADEMARK ASSIGNMENT

Pursuant to the Membership Interest Purchase Agreement entered into between Rogers Corporation and DW Holdings, Inc. effective as of November 23, 2016; whereas DW Holdings, Inc., a Rhode Island corporation having a place of business at 71 Ashton Avenue, North Kingstown, Rhode Island 02852 USA, has adopted, used and is using the marks listed in the attached Schedule of Trademarks, registered with the United States Patent and Trademark Office as of the dates specified, which registrations have been given Registration Numbers as indicated on the Schedule, and

Whereas Rogers Corporation, a Massachusetts corporation having a place of business at 2225 W. Chandler Blvd., Chandler, Arizona 85224, USA, is acquiring the entire business or portion thereof to which the marks pertain,

Now therefore, for good and valuable consideration, receipt of which is hereby acknowledged, DW Holdings, Inc. does hereby assign to Rogers Corporation all of its right, title and interest in and to such mark in the above identified registration, together with the goodwill of the business symbolized by the mark.

I declare under penalty of perjury that the foregoing is true and correct.

Signed at Burlington CT, this 12 day of Feb, 2021.

Rogers Corporation

By 

DEWAL Industries, LLC
Schedule of Trademarks

Case Ref.	Title	Country	Classes	Application No.	Application Date	Case Status	Registration Date	Registration No.	Owner
RT50347TUS	DEWAL	United States of America	07, 17	86969697	4/8/2016	Registered	7/18/2017	5243925	Dewal Industries, LLC
RT50348TUS	DYNAGLIDE	United States of America	07, 17	85074337	6/29/2010	Registered	1/24/2012	4089690	Dewal Industries, LLC
RT50349TUS	PORO-TEX	United States of America	17	75955265	3/7/2000	Registered	8/10/2004	2871982	Dewal Industries, LLC
RT50350TUS	UNI-PORE	United States of America	17	85074342	6/29/2010	Registered	2/15/2011	3919562	Dewal Industries, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

BY AND AMONG

ROGERS CORPORATION,

CHANDLER HOLDINGS I CORPORATION

AND

DW HOLDINGS, INC.,

THOSE SELLER OWNERS IDENTIFIED HEREIN

AND

ERIC WALSH, AS THE SELLER REPRESENTATIVE

Dated as of November 23, 2016

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Exhibit C	Sample Net Working Capital Calculation
Exhibit D	Form of Employment Agreements
Exhibit E	Form of Consulting Agreements
Exhibit F	Specified Accounting Principles

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this “*Agreement*”) is entered into as of November 23, 2016, by and among Rogers Corporation, a Massachusetts corporation (“*Parent*”), Chandler Holdings I Corporation, a Delaware corporation (“*Buyer*”), DW Holdings, Inc., a Rhode Island corporation (the “*Seller*”), those persons identified on the signature page to this Agreement (each a “*Seller Owner*” and collectively, “*Seller Owners*”) and Eric Walsh as the seller representative (the “*Seller Representative*”). Buyer, Parent, Seller and Seller Owners are referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. Prior to November 21, 2016, Seller Owners were the registered and beneficial owners of all of the issued and outstanding shares of the Class A Voting Common Stock, \$0.10 par value per share, and the Class B Common Stock (Non-Voting), \$0.10 par value per share (together, the “*Shares*”), of DeWal Industries, Inc., a Rhode Island corporation, treated for income Tax purposes as a qualified subchapter S corporation (“*DeWal Inc.*”), which Shares represented all of the issued and outstanding capital stock of the Company.

B. On November 21, 2016, the Seller Owners contributed all of the Shares to Seller, in exchange for 100% of the shares of capital stock of Seller (the “*Seller Shares*”).

C. On November 22, 2016, the Company was converted from a Rhode Island corporation to a Rhode Island limited liability company and renamed “DeWAL Industries LLC” (“*DeWal LLC*” and together with DeWal Inc., the “*Company*”), with 100% of the issued and outstanding membership interests of DeWal LLC (the “*Company Membership Interests*”) owned by Seller (such contribution and conversion, collectively, the “*Reorganization*”).

D. Seller and Seller Owners desire for Seller to sell, transfer and assign to Buyer all of the Company Membership Interests, and Parent and Buyer desire for Buyer to purchase, acquire and accept all of the Company Membership Interests, subject to the terms and conditions contained in this Agreement.

E. Contemporaneously with the consummation of the sale of the Company Membership Interests hereunder, (i) the Class A Sellers (as defined below) will sell all of their respective personal goodwill related to the Business pursuant to a Personal Goodwill Purchase Agreement dated as of the date hereof in the form attached as Exhibit A by and among the Class A Sellers and Buyer (the “*Goodwill Purchase Agreement*”) and (ii) Special Blend Co., a Rhode Island corporation, (“*Special Blend*”) owned by the Class A Sellers will sell substantially all of its assets to Buyer pursuant to an Asset Purchase Agreement, dated the date hereof in the form attached as Exhibit B, by and among the Class A Sellers, Special Blend and Buyer (the “*Special Blend APA*”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

(iv) there are no parties other than the Company in possession of such Owned Real Property.

(v) the use of such Owned Real Property in the Ordinary Course of Business does not violate in any material respect any local zoning or similar land use laws or any covenant, condition or restriction affecting such Owned Real Property;

(vi) there are no pending or, to the Knowledge of the Company, threatened Claims in eminent domain, condemnation or other similar proceedings affect any material portion of such Owned Real Property;

(vii) none of the improvements located on any material portion of such Owned Real Property has been damaged by fire or other casualty and not been restored and repaired to substantially the same condition they were in prior to such event; and

(viii) the improvements located on such Owned Real Property are in an operating condition and state of repair, suitable for the purposes for which they are currently used.

(b) The Company does not have any Leased Real Property except as set forth in *Section 7.14(b) of the Disclosure Schedule*. With respect to the Leased Real Property set forth in Section 7.14(b) of the Disclosure Schedule, (i) Seller has made available to Buyer a true, correct and complete copy of the sublease (the “**Sublease**”), (ii) the Company is the subtenant under the Sublease and enjoys peaceful and undisturbed possession under the Sublease, and the Sublease is valid, binding and in full force and effect, and enforceable in accordance with its terms by all parties thereto, (iii) there has not been any sublease, assignment, sublicense or similar agreement entered into in respect of the Sublease, including any agreement granting any other person the right to use or occupy such Leased Real Property and no party is in possession of such Leased Real Property other than the Company, (iv) no party to the Sublease is (with or without lapse of time or the giving of notice, or both) in default thereof, and (v) no party to the Sublease has delivered any notice of termination thereof to any other party thereunder.

Section 7.15

Intellectual Property

(a) *Section 7.15(a) of the Disclosure Schedule* sets forth an accurate and complete list of all active and unexpired (i) registered Trademarks and applications for registration of marks owned by the Company, (ii) Patents owned by the Company, (iii) registered copyrights owned by the Company and (iv) domain name registrations owned by the Company (clauses (i) through (iv), collectively, the “**Company Owned Registered IP**”).

(b) *Section 7.15(b) of the Disclosure Schedule* sets forth an accurate and complete list of all active and unexpired (i) registered Trademarks and applications for registration of marks to which the Company has a license, sublicense or other similar right, (ii) Patents to which the Company has a license, sublicense or other similar right, (iii) registered copyrights to which the Company has a license, sublicense or other similar right and (iv) domain name registrations to which the Company has a license, sublicense or other similar right (clauses (i) through (iv), collectively, the “**Company In-Licensed Registered IP**”).

(c) No Company Owned Registered IP or to the Knowledge of the Company, any Company In-Licensed Registered IP is involved in any interference, reissue, reexamination, opposition, cancellation proceeding, inter partes proceeding, or other post-issuance proceeding. With respect to the Company Owned Registered IP and, to the Knowledge of the Company, the Company In-Licensed Registered IP, all material filing, examination, issuance, post registration and maintenance fees, annuities and the like necessary to maintain such Intellectual Property or required to be paid to any Governmental Authority before the date hereof have been paid in full. The Company Owned Registered IP and, to the Knowledge of the Company, the Company In-Licensed Registered IP is subsisting and valid and enforceable.

(d) The Company (i) owns all right, title, and interest in and to the Company Owned Registered IP and (ii) has a valid and enforceable license to the Company In-Licensed Registered IP, in each case ((i) and (ii)), free and clear of any Lien, other than Permitted Encumbrances.

(e) The Company Owned Registered IP and, to the Company's Knowledge, the Company In-Licensed Registered IP, are not subject to any outstanding Claim or Court Order.

(f) The Company owns and possesses, or has the right to use (either exclusively or non-exclusively) pursuant to a valid and enforceable written license, sublicense, agreement or permission, all Intellectual Property used in and material to the operation of the Business as of the Closing.

(g) The Company has taken reasonable steps to maintain the confidentiality of all Trade Secrets of the Company that are used in and material to the operation of the Business as of the Closing, including (i) documenting such Trade Secrets, (ii) causing each employee of the Company who has or has had access to such Trade Secrets to execute a customary non-disclosure agreement, and (iii) preventing disclosure of such Trade Secrets to any third party other than pursuant to a customary non-disclosure agreement.

(h) To the Knowledge of the Company, the Business as it has been and is currently conducted by the Company, and the practice of the Company Owned Registered IP and Company In-Licensed Registered IP (including the research, development, testing, manufacture, use, sale, offer for sale, importation and other exploitation of the Products), has not Infringed and does not Infringe, any Intellectual Property of any third party. Neither the Company nor any predecessor or Affiliate has received any notice, Claim, "cease and desist" letter or any threat from any Person (including any Claim that the Company must license or refrain from using any Intellectual Property) asserting that the Business as currently conducted (including with respect to the research, development, testing, manufacture, use, sale, offer for sale, importation and other exploitation of the Products), or the practice of the Company Owned Registered IP or Company In-Licensed Registered IP in connection therewith, Infringes any Intellectual Property of any third party. To the Knowledge of the Company, no third party is misappropriating or infringing any Company Owned Registered IP or Company In-Licensed Registered IP. To the Knowledge of the Company, there are no facts or circumstances that would reasonably provide a basis for any such claims or actions referred to in the preceding sentence.

(i) To the Knowledge of the Company, no third party is Infringing any Company Owned Registered IP or Company In-Licensed Registered IP.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Parent:

ROGERS CORPORATION

By: *Robert Daigle*

Name: Bob Daigle

Title: Senior Vice President and Chief Technology Officer

Buyer:

CHANDLER HOLDINGS I CORPORATION

By: _____

Name: Christine Saurini

Title: President and Treasurer

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Parent:

ROGERS CORPORATION

By: _____

Name: Bob Daigle

Title: Senior Vice President and Chief Technology Officer

Buyer:

CHANDLER HOLDINGS I CORPORATION

By:  _____

Name: Christine Saurini

Title: President and Treasurer

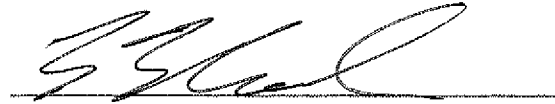
[Membership Interest Purchase Agreement - Signature Page]

TRADEMARK

REEL: 007258 FRAME: 0234

Seller Owners:
Counterpart Seller Owner Signature
Pages follow

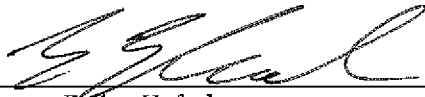
Seller Representative:



Eric Walsh

Seller:

DW HOLDINGS, INC.

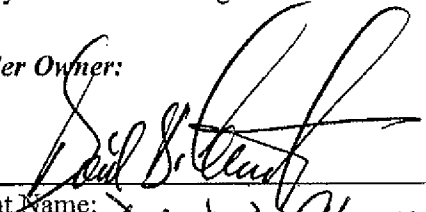
By: 
Name: Eric Walsh
Title: President

**COUNTERPART SIGNATURE PAGE
TO
MEMBERSHIP INTEREST PURCHASE AGREEMENT**

This Counterpart Signature Page is and forms a part of the Membership Interest Purchase Agreement dated as of November ~~23~~, 2016, regarding the purchase of all of the issued and outstanding membership interests of DeWal Industries, LLC (the "Agreement"). The undersigned, in his, her or its capacity as a Seller Owner or otherwise hereby consents to, agrees to be bound by, and becomes bound by and agrees not to contest the terms and conditions set forth in the Agreement, the Reorganization Documents or any of the Related Agreements.

Seller Owner:

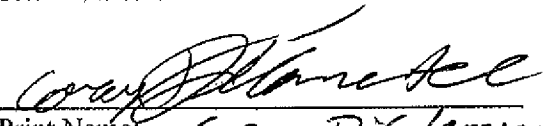
Print Name: _____


David D. Clemente

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Seller Owner:


Print Name: Carey DiClemente

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Seller Owner:




Print Name: Derek DiClemente.

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Seller Owner:



Print Name: Eileen Fitz


TRADEMARK

REEL: 007258 FRAME: 0239

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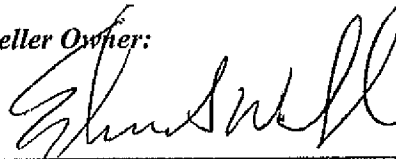
Seller Owner:


Print Name: Tim Walsh

**COUNTERPART SIGNATURE PAGE
TO
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Seller Owner:

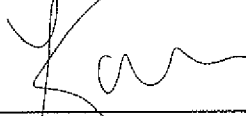


Print Name: Edward J. Wals

**COUNTERPART SIGNATURE PAGE
TO
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Seller Owner:



Print Name: Kaylyn Walsh

**COUNTERPART SIGNATURE PAGE
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Seller Owner:

Michael J. Walsh
Edward Walsh

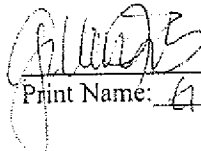
Print Name:

Edward D. Walsh
Custodian for
Michael Walsh

**COUNTERPART SIGNATURE PAGE
TO
MEMBERSHIP INTEREST PURCHASE AGREEMENT**

This Counterpart Signature Page is and forms a part of the Membership Interest Purchase Agreement dated as of November 23, 2016, regarding the purchase of all of the issued and outstanding membership interests of DeWal Industries, LLC (the "Agreement"). The undersigned, in his, her or its capacity as a Seller Owner or otherwise hereby consents to, agrees to be bound by, and becomes bound by and agrees not to contest the terms and conditions set forth in the Agreement, the Reorganization Documents or any of the Related Agreements.

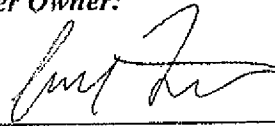
Seller Owner:


Print Name: GILLIAN FIFE

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Seller Owner:



Print Name: Perry J. Fitz

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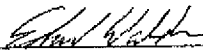
Seller Owner:

Sarah Walsh
Print Name: Sarah Walsh

**COUNTERPART SIGNATURE PAGE
TO
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Seller Owner:




Print Name: Edward W. Wala

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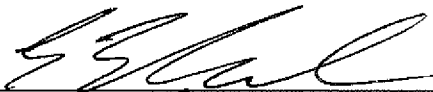
Seller Owner:


Print Name: Katherine Walsh

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Seller Owner:




Print Name: Eric B. Walsh

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Seller Owner:

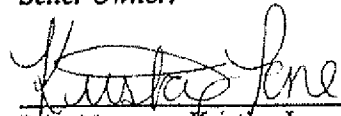


Print Name: Elise Walsh

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Seller Owner:

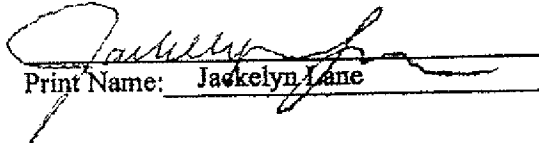


Print Name: Kristina Lane

COUNTERPART SIGNATURE PAGE
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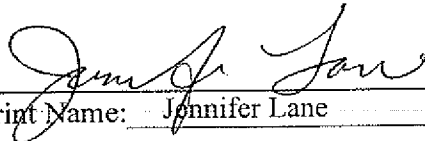
Seller Owner:


Print Name: Jackelyn Lane

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Seller Owner:


Print Name: Jennifer Lane

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Seller Owner:


Print Name: William F. Lane IV

COUNTERPART SIGNATURE PAGE
TO
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Seller Owner:


Print Name: ASHLEY DICLEMENTE

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Seller Owner:


Print Name: Christopher DiClemente

**COUNTERPART SIGNATURE PAGE
TO
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This Counterpart Signature Page is and forms a part of the Membership Interest Purchase Agreement dated as of November 27, 2016, regarding the purchase of all of the issued and outstanding membership interests of DeWal Industries, LLC (the "Agreement"). The undersigned, in his, her or its capacity as a Seller Owner or otherwise hereby consents to, agrees to be bound by, and becomes bound by and agrees not to contest the terms and conditions set forth in the Agreement, the Reorganization Documents or any of the Related Agreements.


Seller Owner:


Print Name: WARREN DI CLEMENTE

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Seller Owner:


Print Name: Dillon J. Dowdell

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Seller Owner:


Print Name: Chad D Dowdell

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Seller Owner:


Nicole Ann Dowdell

Print Name: Nicole A. Dowdell

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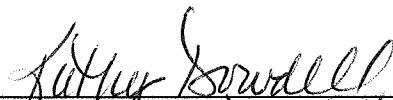
Seller Owner:


Print Name: Steven P. Dowdell

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Seller Owner:



Print Name: Kathy Dowdell

DISCLOSURE SCHEDULES
TO
MEMBERSHIP INTEREST PURCHASE AGREEMENT
BY AND AMONG
CHANDLER HOLDINGS I CORPORATION,
AND
DW HOLDINGS, INC
THOSE SELLERS IDENTIFIED HEREIN
AND
ERIC WALSH, AS THE SELLER REPRESENTATIVE

Dated as of November 23, 2016

These schedules (the "Disclosure Schedules") are being provided pursuant to that certain Membership Interest Purchase Agreement (the "Agreement") dated as of November 23, 2016 by and among Chandler Holdings I Corporation, a Delaware corporation ("Buyer" or "Chandler"), Rogers Corporation ("Parent"), DW Holdings, Inc., a Rhode Island corporation ("Seller" or "NewCo"), the shareholders of NewCo (the "Seller Owners") and Eric Walsh, as the Seller Representative ("Walsh"), pursuant to which Buyer will purchase from Seller all of Seller's Membership Interest in Dewai Industries, LLC (f/k/a Dewai Industries, Inc.) (the "Company"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Agreement.

The information in these Disclosure Schedules is being provided solely for the purpose of making disclosures to Buyer under the Agreement. In disclosing this information, Seller Owners and Seller expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work product doctrine with respect to the matters disclosed or discussed in these Disclosure Schedules

Matters reflected in these Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected herein, and the inclusion of an item in these Disclosure Schedules as an exception to a representation or warranty will not by itself be deemed as an admission by a party that such item is material or that such item is reasonably likely to result in a Material Adverse Effect with respect to such party or was required to be disclosed therein. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar informational nature. The inclusion of any matter in a particular section or Schedule of these Disclosure Schedules shall be deemed to be an inclusion of such matter in each other relevant section or Schedule of these Disclosure Schedules, if the applicability of such matter any other section or Schedule is reasonably apparent on its face and without reference to any external document.

No disclosure in these Schedules relating to any possible non-compliance, breach or violation of any contract, governmental authorization or legal requirement shall be construed as an admission or indication that any such noncompliance, breach or violation exists or has actually occurred and nothing in these Schedules shall constitute an admission of any liability or obligation of Seller to any third party or shall confer or give any third party any remedy, claim, liability, reimbursement, cause of action or any other right.

Schedule and section numbers used herein correspond to the Schedules and Section numbers in the Agreement. All references to "Schedule," "Section" or "Subsection" refer to a Disclosure Schedule, Section or Subsection in the Agreement unless the context otherwise requires. The headings in these Disclosure Schedules are for convenience of reference only and shall not affect the disclosures contained herein.

Section 7.15(a)

Company Owned Registered IP

1. A list of DeWAL's currently owned Intellectual Property is attached hereto as Annex 7.15(a).

Trademark Name	Case Number	Country	Application Number	Filing Date	Reg Number	Reg Date	Trademark Status	Next Action	Goods
DYNAGLIDE	97483-00017	US	76/311,928	9/14/2001	2,680,126	01/28/2003	Cancelled		Class 17: solid polytetrafluoroethylene, also known as ptfe, material for use as slide bearings for clothes dryers, seals for automotive thermostats and seals for automotive throttle position sensors
DYNAGLIDE	97483-00017 Sub case 2.001	US	85/074,337	6/29/2010	4,089,690	01/24/2012	Registered	Aff of Use - 6 Year - due 24-Jan-2018	Class 7: Non-metal seals for use in automotive applications excluding applications for motorcycles; seals for pump valves; seals for machine pumps; seals for industrial pumps; bearings for machine tools and appliances
PORO-TEX	97483-00018	US	75/955,265	3/7/2000	2,871,982	08/10/2004	Registered	Next Renewal due 10-Aug-2024	Class 17: semi-processed porous fluoropolymer films for use in medical, industrial filtration, military, and clothing and garment industries
UNI-PORE	97483-00019	US	75/955,271	3/7/2000	2,574,332	05/28/2002	Cancelled		Class 17: semi-processed porous polyolefin films for use in medical, industrial filtration, military, and clothing and garments industries
UNI-PORE	97483-00019 Sub case 2.001	US	85/074,342	6/29/2010	3,919,562	02/15/2011	Registered	Aff of Use - 6 Year - due 15-Feb-2017	Class 17: semi-processed porous polyolefin films for use in medical, industrial filtration, military, and clothing and garments industries
DEWAL	97483-00022	US	86/969,697	4/8/2016			Pending	Response due 27-Jan-2017	Class 7: Non-metal seals for use in automotive applications; seals for pump valves; seals for machine pumps; seals for industrial pumps; bearings for machine tools and appliances