

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670507

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/06/2018
RESUBMIT DOCUMENT ID:	900632822

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Griswold Acquisition Holdings, LLC		04/12/2021	Limited Liability Company:
Griswold Holdings, Inc.		04/12/2021	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
Serial Number:	75411068	ENLIGHTEN-U
Serial Number:	77048138	GELOTHANE
Serial Number:	86758763	GRISWOLD
Serial Number:	75219706	KUSHON

CORRESPONDENCE DATA

Fax Number: 8602860115
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: 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:	RT50338TUS;0339;0340;0342
NAME OF SUBMITTER:	Michelle P. Ciotola

SIGNATURE:	/Michelle P. Ciotola/
DATE SIGNED:	08/26/2021
Total Attachments: 9 source=Assignment Cover Sheet 07292021#page1.tif source=Griswold LLC_Schedule of Trademarks#page1.tif source=Pages from 1. Membership Interest Purchase Agreement#page1.tif source=Pages from 1. Membership Interest Purchase Agreement#page2.tif source=Pages from 1. Membership Interest Purchase Agreement#page3.tif source=Pages from 1. Membership Interest Purchase Agreement#page4.tif source=Pages from 1. Membership Interest Purchase Agreement#page5.tif source=Pages from 1. Membership Interest Purchase Agreement#page6.tif source=Pages from 1. Membership Interest Purchase Agreement#page7.tif	

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”) is made as of July 6, 2018, by and among Rogers Corporation, a Massachusetts corporation (“Buyer”), Griswold Acquisition Holdings, LLC, a Delaware limited liability company (“GAH”), and Griswold Holdings, Inc., a Delaware corporation (“Holdings,” and together with GAH, “Sellers”). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 9 hereof.

WHEREAS, Sellers collectively own all of the issued and outstanding equity interests of Griswold LLC, a Delaware limited liability company (the “Company”, and such equity interests, the “Membership Interests”).

WHEREAS, the Company engages in the business of the development, formulation, manufacturing, marketing, distribution and sale of open cell rubber, open cell urethane, open cell silicone materials, thermoplastic elastomer (“TPE”) extrusions, and related products and services, in each case as contemplated by the Company’s business plans as of the Closing Date (the “Business”);

WHEREAS, upon the terms and subject to the conditions set forth herein, Buyer desires to acquire from Sellers, and Sellers desire to sell to Buyer, all of the Membership Interests.

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 **PURCHASE AND SALE OF MEMBERSHIP INTERESTS**

1.1 Purchase and Sale of Membership Interests. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers shall sell, assign, transfer and convey to Buyer or any Affiliate of Buyer designated in writing by Buyer (any such Person, a “Buyer Designee”), and Buyer or such Buyer Designee shall purchase and acquire from Sellers all of the Membership Interests in exchange for the payment in cash by Buyer or such Buyer Designee to Sellers of the Closing Consideration in accordance with the Payment Schedule free and clear of all Liens, other than applicable federal and state securities Law restrictions. Payment for the Membership Interests shall be made on the Closing Date in an amount equal to the Estimated Closing Consideration (subject to adjustment in accordance with Section 1.2(c)) by wire transfer of immediately available funds to accounts specified by Sellers in the Closing Payment Certificate. Payments to Persons who are due amounts in respect of the Estimated Company Transaction Expenses and the Estimated Funded Indebtedness shall be made by Buyer or Buyer Designee on the Closing Date by wire transfer of immediately available funds to accounts specified by Sellers in the Closing Payment Certificate. Except to the extent required by applicable Law, all sums payable by Buyer to any Seller or other Person under this Agreement shall be paid free and clear of all Tax deductions or withholdings whatsoever. For the avoidance of doubt, Buyer shall remain liable for the obligations of any Buyer Designee contained in this Section 1.1.

(xix) any other Contract with is otherwise material to the Company Group and was not entered into in the ordinary course of business, consistent with past practice.

(b) Buyer has been given access to a true, complete and correct copy of all contracts required to be listed on Schedule 4.9 (the “Material Contracts”), together with all amendments, waivers or other changes thereto, other than oral Material Contracts, a summary of the material terms of each of which is set forth on Schedule 4.9.

(c) No member of the Company Group is in breach of or default under any Material Contract (nor has any event occurred that, with the giving of notice or the passage of time or both would result in a breach or default by any member of the Company Group) and, to the Company’s Knowledge, the other party to each of the contracts listed on Schedule 4.9 is not in material breach of or default thereunder. No member of the Company Group has received written notice of, or to the Knowledge of the Company, unwritten notice of, any material breach or default with respect to any Material Contract. Each Material Contract represents the legal, valid, binding and enforceable (except as enforceability may be limited by the Enforceability Exceptions) obligation of the applicable member of the Company Group, and, to the Knowledge of the Company, each counterparty thereto, enforceable in accordance with its terms.

4.10 Intellectual Property.Schedule 4.10(a) sets forth a true, complete and correct list of all (i) Company IP Registrations, (ii) material unregistered trademarks, service marks, and other source identifiers, and (iii) all Company Products.

(b) Since September 29, 2015, no member of the Company Group has breached or received written, or the Company’s knowledge, oral, notice of any alleged breach of any Company IP Agreement. No member of the Company Group is obligated under any Contract to make any payments by way of royalties, fees or otherwise, except for license fees incurred in the ordinary course of business, consistent with past practice, and which are not material, to any owner or licensor of, or other claimant to, any Intellectual Property with respect to such Intellectual Property.

(c) Schedule 4.10(c) sets forth a true and complete list and description of all Software that is material to the design, development, production, maintenance, support, provision, or use of the Company Products, and states whether it is owned or licensed by the Company.

(d) The Company Group either (i) solely and exclusively owns all right, title and interest in, to and under, or (ii) has a valid and enforceable license to use all Company Intellectual Property. The Owned Company IP is solely and exclusively owned by the Company Group free and clear of all Liens, other than Permitted Liens, and the Company Group’s interest in Licensed Company IP is, to the Company’s Knowledge, licensed free and clear of all Liens. The Company Intellectual Property includes all Intellectual Property used in or necessary for the conduct of the Business as it is currently conducted and contemplated to be conducted.

(e) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (alone or in combination with any other

event) and the compliance by the Company Group with this Agreement, do not and will not (i) conflict, alter, or adversely affect any of the rights, title or interest of the Company Group in or to any Company Intellectual Property or the ownership, validity, enforceability, use, right to use, registration, right to register, ownership, priority, duration, scope or effectiveness of any such Company Intellectual Property, (ii) trigger any payment obligations that would not have been due had the transactions hereunder not been consummated, or (iii) result in or require the Company Group or the Buyer to grant any Person any access to or right in any Intellectual Property.

(f) The Company Group has taken all reasonable steps to (i) maintain all rights in and to all Owned Company IP and (ii) to protect and preserve the confidentiality of all Know-How included in the Company Intellectual Property (and all information that is intended or purported to be confidential to the Company Group) including the Product Formulas and Product Manufacturing Processes, (collectively, the “Company Confidential Information”) and any trade secrets belonging to third parties. To the Company’s Knowledge, no inadvertent or unauthorized access to or use or disclosure of any Company Confidential Information has occurred and no Know-How included in the Owned Company IP, including any Product Formulas or Product Manufacturing Processes, has been disclosed or authorized to be disclosed by any member of the Company Group other than pursuant to a valid, written, non-disclosure Contract. No circumstance, condition, or obligation exists that would reasonably be expected to result in the disclosure of any Company Confidential Information.

(g) All material Company Confidential Information has been accurately documented such that any person reasonably skilled in polymer materials formulation or manufacturing could review such documentation and understand how to use such material Company Confidential Information in connection with exploitation of the Company Products, including in Product Manufacturing Processes and for research and development of Product Formulas. The Company Group’s employees will, as of the Closing Date, have sufficient Know-How to carry on the Business as it has been and is proposed to be conducted. To the Company’s Knowledge, the conduct of the Business as previously conducted, as currently conducted and as currently contemplated to be conducted, including activities with respect to the Company Products, Product Formulas and Product Manufacturing Processes, have not Infringed since September 29, 2015, do not Infringe and will not Infringe, any Patent or other Intellectual Property (or any rights therein, thereto, or thereunder) of any Person.

(h) No Action is pending or, to the Company’s Knowledge, threatened against any member of the Company Group, Sellers or their Affiliates contesting the use, right to use, scope, enforceability, unpatentability, validity, effectiveness, ownership, inventorship, derivation, authorship, priority, registrability, registration or right to register, or transferability of any Owned Company IP. Since September 29, 2015, none of the Sellers, Company Group members or their Affiliates has received any written notice of an Action or other written or, to the Company’s Knowledge, unwritten communication alleging that the activities of the Company Group have Infringed, Infringe or will Infringe any Intellectual Property of any Person. To the Company’s Knowledge, since September 29, 2015 there has been no Infringement by any Person of any Company Intellectual Property. To the Company’s Knowledge, the conduct of the Business, as previously conducted, currently conducted and currently contemplated to be

conducted, is not currently Infringing, since September 29, 2015 has not Infringed, and will not Infringe any Intellectual Property of any Person.

4.11 Litigation. Except as set forth on Schedule 4.11, (a) there are no Actions pending or Threatened against any member of the Company Group, at law or in equity, or before or by any Governmental Body, to which any member of the Company Group or its assets is or would be subject, and (b) no member of the Company Group is subject to any material Governmental Order. There are no Actions pending or Threatened against or affecting either Seller, at law or in equity, or before or by any Governmental Body, which, if determined adversely to such Seller, would be reasonably likely to adversely affect Sellers' performance under this Agreement or the consummation of the transactions contemplated hereby. Neither Seller is subject to any outstanding Governmental Order of any court or other Governmental Body, which would be reasonably likely to adversely affect either Seller's performance under this Agreement or the consummation of the transactions contemplated hereby.

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

GAH:

**GRISWOLD ACQUISITION HOLDINGS,
LLC, a Delaware limited liability company**

By: 

Name: Warren Edwards

Its: Vice President

HOLDINGS:

**GRISWOLD HOLDINGS, INC., a
Delaware corporation**

By: _____

Name: Daniel Mahoney

Its: Director

BUYER:

**ROGERS CORPORATION, a
Massachusetts corporation**

By: _____

Name: _____

Its: _____

SIGNATURE PAGE TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

**TRADEMARK
REEL: 007397 FRAME: 0910**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

GAH:

**GRISWOLD ACQUISITION HOLDINGS,
LLC**, a Delaware limited liability company

By: _____

Name:

Its:

HOLDINGS:

GRISWOLD HOLDINGS, INC., a
Delaware corporation

By: 

Name: Daniel Mahoney

Its: Director

BUYER:

ROGERS CORPORATION, a
Massachusetts corporation

By: _____

Name:

Its:

SIGNATURE PAGE TO MEMBERSHIP INTEREST PURCHASE AGREEMENT

TRADEMARK
REEL: 007397 FRAME: 0911

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

GAH:

**GRISWOLD ACQUISITION HOLDINGS,
LLC**, a Delaware limited liability company

By: _____
Name:
Its:

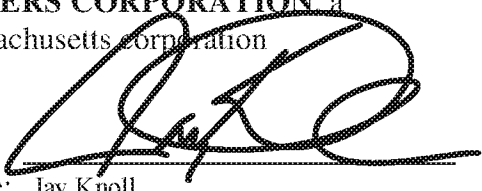
HOLDINGS:

GRISWOLD HOLDINGS, INC., a
Delaware corporation

By: _____
Name:
Its:

BUYER:

ROGERS CORPORATION, a
Massachusetts corporation

By: 
Name: Jay Knoll
Its: Senior Vice President, Corporate Development and General
Counsel

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