

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729509

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900684051

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAX-LIFE, LLC D/B/A MAXLIFE INDUSTRIES		11/30/2021	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	DDP SPECIALTY ELECTRONIC MATERIALS US, LLC
Street Address:	974 CENTRE ROAD
Internal Address:	BLDG 730
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19805
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	90603144	ARMORWALL FIRE-RATED STRUCTURAL INSULATE
Serial Number:	90603157	ARMORWALL PLUS FIRE-RATED STRUCTURAL INS
Serial Number:	90603182	ARMORBOARD FIRE-RATED STRUCTURAL SHEATHI
Serial Number:	90603204	ARMORBOARD PLUS FIRE-RATED STRUCTURAL SH
Serial Number:	90639407	CUTS LIKE WOOD, BURNS LIKE CONCRETE
Registration Number:	5928008	ARMORWALL STRUCTURAL INSULATED SHEATHING
Registration Number:	5863845	INNOVATING THE BUILDING ENCLOSURE
Registration Number:	5020462	TIGER WALL SYSTEM
Registration Number:	5020461	MAX-LIFE
Registration Number:	5251787	TIGER IQ

CORRESPONDENCE DATA

Fax Number: 3023518771

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: 302-300-5288

Email: dupont.trademarks@dupont.com

Correspondent Name: DUPONT LEGAL

Address Line 1: 974 CENTRE ROAD
Address Line 4: WILMINGTON, DELAWARE 19805

ATTORNEY DOCKET NUMBER: TMK007539US ET AL

NAME OF SUBMITTER: Patricia T. Panariello

SIGNATURE: /Patricia T. Panariello/

DATE SIGNED: 05/23/2022

Total Attachments: 35

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Agreement**”) is made effective as of November 30, 2021 by and between DDP SPECIALTY ELECTRONIC MATERIALS US, LLC, a Delaware limited liability company with an address at 974 Centre Road, Bldg 730, Wilmington, DE 19805 (the “**Buyer**”), and MAX-LIFE, LLC D/B/A MAXLIFE INDUSTRIES, a North Carolina limited liability company with an address at 4995 South Main Street, Salisbury, NC 28147 (the “**Seller**”). Each of Buyer and Seller are sometimes referred to herein as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, Buyer, Seller, and Taylor Clay Products, Inc., a North Carolina corporation (“**TCP**”) are parties to that certain Asset Purchase Agreement, dated as of October 18, 2021 (the “**Purchase Agreement**”), in which, among other things, Seller agrees that the Seller shall, or shall cause its applicable Affiliate to, sell, convey, assign, transfer and deliver all of the Seller’s right, title and interest in and to the Purchased Assets to the Buyer, free and clear of all Encumbrances and any Indebtedness (other than the Assumed Liabilities);

WHEREAS, the Purchased Assets include the Assigned IPR, which in turn includes all Intellectual Property owned or purported to be owned, in whole or part, by Seller or any of its Affiliates and used or held for use in connection with the Business;

WHEREAS, Seller owns all of the Assigned IPR set forth in **Schedule A** hereto and all other intangible assets owned by Seller that constitute a part of the Assigned IPR;

WHEREAS, Buyer is purchasing from Seller all of Seller’s right, title and interest in and to the Assigned IPR, including the Assigned IPR set forth in **Schedule A** hereto and all other intangible assets owned by Seller that constitute a part of the Assigned IPR;

WHEREAS, this Agreement is the Intellectual Property Assignment referred to in Annex I(3) of the Purchase Agreement.

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

ARTICLE 1

DEFINITIONS AND ORDER OF PRECEDENCE

Section 1.1 Definitions from Purchase Agreement. Capitalized terms used but not otherwise defined in this Agreement have the meaning given to them in the Purchase Agreement.

Section 1.2 Order of Precedence. Notwithstanding anything to the contrary herein, the Seller is executing and delivering this Intellectual Property Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of any ambiguity or conflict between the terms of this Intellectual Property Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

ARTICLE 2 ASSIGNMENT

Section 2.1 Assignment. The Seller hereby sells, conveys, assigns, transfers and delivers, irrevocably, absolutely and unconditionally, and Buyer accepts, all of the right, title and interest of the Seller in and to the Assigned IPR, including, without limitation, all of its right, title and interest in and to the Assigned IPR set forth in **Schedule A** hereto (the “**Assigned IP**”) and all other intangible assets, including goodwill and know-how, owned by Seller that constitute a part of the Assigned IPR (together, all of the foregoing, the “**Assigned Intangible Assets**”).

Section 2.2 Patents. The Assigned IP includes Seller’s full and exclusive right, title and interest in and to the invention(s) and/or discovery(ies) in the patents and patent applications, including all attendant know-how (whether or not disclosed therein) (“**Patents**”) set forth in **Schedule A** in the United States and its territorial possessions and in all foreign countries; and to the Patents and any and all other applications on the invention(s) and/or discovery(ies) in the Patents in whatsoever countries, including any provisional applications and patents and patent applications to which the Patents claim priority, continuations (including continuations-in-part), divisions, substitutes or renewals; and to all Letters Patent, and all reissues, re-examinations, and extensions thereof, or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for the invention(s) and/or discover(ies) claimed in the Patents or upon said applications or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all of the foregoing that are unfiled, pending, issued, expired, abandoned, or whatever status; and every priority right that is or may be predicated upon or arise from the Patents.

Section 2.3 Trademarks. For any and all trademark and service mark registrations and applications therefor (whether unfiled, pending, issued, expired, abandoned, or whatever status) (“**Trademarks**”) set forth in **Schedule A**, Seller hereby further assigns to Buyer, and Buyer hereby accepts, the goodwill of Seller connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

Section 2.4 Confirmatory Assignments for Recordation. **Appendices 1 and 2** hereto are confirmatory assignments of specifically listed, registered Patents and Trademarks, as the case may be, listed in **Schedule A** from Seller to Buyer thereof for recordation in a national patent office(s) by Buyer. Buyer is responsible for any such recordation of the assignments in **Appendices 1 and 2**. Should any confirmatory assignment need correction, Seller will cooperate with Buyer and sign any papers necessary to perfect these assignments.

Section 2.5 Further Assurances. At the written request of Buyer, and at Buyer’s cost and expense, Seller shall execute all separate written assignments, instruments and documents and do all things deemed reasonably necessary by Buyer to enable Buyer to obtain, register, secure,

formalize, record, perfect, enforce, and defend any rights or other forms of protection for the Assigned Intangible Assets, in the United States and in other countries worldwide, and otherwise to carry out the provisions hereof and give effect to the transactions contemplated by this Intellectual Property Assignment.

ARTICLE 3 OTHER PROVISIONS

Section 3.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt of: hand delivery; certified or registered mail, return receipt requested; or electronic mail or telecopy transmission with confirmation of receipt:

(a) If to the Seller, to:

Charles D. Taylor, Jr.
C/O Taylor Clay Products, Inc.
PO Box 2128
Salisbury, NC 28145
Email: charlest@taylorclay.com

With a copy (which shall not constitute notice) to:

James Y. Faust, Attorney at Law, PLLC
111 W. Fisher Street
Salisbury, NC 28144
Attention: James Y. Faust
Email: jyf.jyflaw@gmail.com

(b) If to the Buyer, to:

DuPont
1501 Larkin Center Drive
200 Larkin Building
Midland, MI 48642
Attention:
Global Technology Director, Shelter business
jai.venkatesan@dupont.com

With a copy (which shall not constitute notice) to:

DuPont Legal
Chestnut Run Plaza, Building 730
974 Centre Road
Wilmington, DE 19805
Attention: Lead IP Counsel, W&P
steve.c.benjamin@dupont.com

and

Duane Morris LLP
30 S. 17th Street
Philadelphia, PA 19103
Attention: Darrick M. Mix; Pete Visalli
Email: DMix@duanemorris.com; PVisalli@duanemorris.com

Such names and addresses may be changed by written notice to each person listed above.

Section 3.2 Amendments and Modifications. This Agreement may be amended or modified only by written agreement of the Parties.

Section 3.3 Waiver. Any failure of the Seller to comply with any of its obligations or agreements herein contained may be waived only in writing by the Buyer. Any failure of the Buyer to comply with any of its obligations or agreements herein contained may be waived only in writing by the Seller. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 3.4 Binding Effect; Benefits. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 3.5 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, will be governed by, and enforced and construed in accordance with, the Law of the State of Delaware, including its statutes of limitations, without regard to the conflict of Laws rules of such state that would result in the application of the Laws of another jurisdiction.

Section 3.6 Jurisdiction; Proceedings. Each Party irrevocably agrees that any Proceeding against it arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall (subject to Section 3.7) be brought exclusively in the Court of Chancery of the State of Delaware or, solely if such court lacks subject matter jurisdiction, the United States District Court sitting in New Castle County in the State of Delaware, and the appellate courts having jurisdiction thereover (collectively, the “**Chosen Courts**”), and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the Chosen Courts *in personam* with respect to any such Proceeding and waives to the fullest extent permitted by Law any objection that it may now or hereafter have that any such Proceeding has been brought in an inconvenient forum. Each Party agrees that service of any process, summons, notice or document by U.S. mail addressed to it at the address set forth in Section 3.1 shall constitute effective service of such process, summons, notice or document for purposes of any such Proceeding. Each Party

agrees that the prevailing Party in such Proceeding shall be reimbursed by the other Party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation, and prosecution of such Proceeding.

Section 3.7 Remedies. Each Party acknowledges and agrees that irreparable injury to the other Parties would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that such injury would not be adequately compensable in damages because of the difficulty of ascertaining the amount of damages that would be suffered in the event that this Agreement were breached. It is accordingly agreed that, subject to the further provisions of this Section 3.7 each Party shall be entitled, in addition to any other remedy to which it is entitled at law or in equity, to specific enforcement of, and injunctive relief, without proof of actual damages, to prevent any breach or violation of, the terms of this Agreement, and the other Party shall not take action, directly or indirectly, in opposition to the Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. Any requirements for the securing or posting of any bond with such remedy are hereby waived. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law, or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

Section 3.8 Waiver of Jury Trial. Each Party hereby waives its rights to jury trial of any claim or cause of action based upon or arising out of this Agreement. Each Party acknowledges that this waiver is a material inducement to enter into this Agreement, and that each Party will continue to rely on the waiver in their future dealings. Each Party has had the opportunity to review this waiver with legal counsel and each knowingly and voluntarily waives its jury trial rights.

Section 3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. This Agreement shall become effective when each party shall have received a counterpart hereof signed by each other party. Until and unless each party has received a counterpart hereof signed by each other party, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 3.10 Entire Agreement. This Agreement, together with **Schedule A**, sets forth the entire agreement and understanding of the Parties in respect of the Assigned IP and supersedes all prior discussions, negotiations, agreements, arrangements, and understandings, whether oral or written, relating to the subject matter hereof and thereof. There are no warranties, representations, or other agreements between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement.

Section 3.11 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions

hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

Section 3.12 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the Parties only, and shall be given no substantive or interpretative effect whatsoever.

Section 3.13 Interpretation.

(a) The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) References to Schedules, Articles and Sections are to Schedules, Articles and Sections of this Agreement unless otherwise specified.

(c) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular.

(d) Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import.

(e) “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(f) References to any Person include the successors and permitted assigns of that Person; *provided, however*, that, for the avoidance of doubt, nothing in this Section 3.13(f) is intended to authorize, nor shall it be deemed to have authorized, any assignment or transfer not otherwise permitted by this Agreement.

(g) The word “day”, unless otherwise indicated, shall be deemed to refer to a calendar day. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

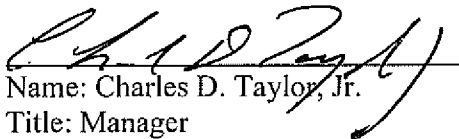
(h) Unless the context otherwise requires, references to “Law”, “Laws” or to a particular Law shall be deemed to refer to such Law as amended from time to time, and to the regulations and rules promulgated thereunder.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

SELLER:

MAX-LIFE, LLC

By: 
Name: Charles D. Taylor, Jr.
Title: Manager

BUYER:

DDP SPECIALTY ELECTRONIC
MATERIALS US, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

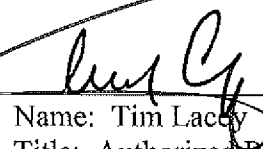
SELLER:

MAX-LIFE, LLC

By: _____
Name: Charles D. Taylor, Jr.
Title: Manager

BUYER:

~~DDP SPECIALTY ELECTRONIC
MATERIALS US, LLC~~

By:  _____
Name: Tim Lacey
Title: Authorized Representative and
DuPont Water & Protection Vice President
& General Manager

[Signature Page to Intellectual Property Assignment]

Schedule A
Assigned IP

Tradenames – Seller assigns its rights in the following tradename to Buyer.

1. Max-Life

Patents - Seller assigns the following patents and patent applications to Buyer:

PATENTS

Publ. / Appl. / Patent No.	Country	Owner/Assignee	Title	Inventors	Filing Date	Status
WO/2017/069802 PCT/US16/29954	WO	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart	04/29/2016	Expired
62/245617	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal	10/23/2015	Expired

61/706148	US	Max Life, LLC	INSULATED WALL PANEL AND METHOD OF CONSTRUCTING AN INSULATED WALL PANEL HAVING A DECORATIVE VENEER	ADAMS, Stewart TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold	09-27-2012	Expired
DM 210909 35/001,749	US	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES	TAYLOR, Charles, David HOFFNER, Randal ADAMS, Stewart DAVIS, Jarrett B.	10/1/2019	Pending
17/350333 20210310255	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart	6/17/2021	Pending
17/102711 20210079662	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David	11/24/2020	Pending

				BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart DAVIS, Jarrett B.		
10858843 16/535833 20200018077	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart DAVIS, Jarrett B.	8/8/2019	Granted
10415256 15/969239 20180251986	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart	5/2/2018	Granted

				DAVIS, Jarett B.		
10858842 15/940174 20180216351	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal	3/29/2018	Granted
15/907503 20180187420	US	Max Life, LLC	INSULATED WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	2/28/2018	Pending
9963885 15/297600 20170037639	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	10/19/2016	Granted

9957722 15/138638 20160237692	US	Max Life, LLC	INSULATED WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	4/26/2016	Granted
9353523 14/039101 20140083040	US	Max Life, LLC	INSULATED WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	9/27/2013	Granted
DM/210909 199128	CA	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES	TAYLOR, Charles, David HOFFNER, Randal ADAMS, Stewart McIntyre DAVIS, Jarrett B.	10/1/2019	Registered
DM/210909	EM	Max Life, LLC	WALL PANEL WITH	TAYLOR, Charles, David	10/1/2019	Registered. Statement of Grant of Protection

EM – no separate application number given			DRAINAGE FEATURES	HOFFNER, Randal ADAMS, Stewart McIntyre DAVIS, Jarrett B.		
201917196	AU	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES		10/1/2019	Registered
302020000149-4	BR	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES	TAYLOR, Charles, David HOFFNER, Randal ADAMS, Stewart McIntyre DAVIS, Jarrett B.	1/16/2020	Registered
2016342075	AU	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	4/29/2016	Granted
3010868	CA	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David	4/29/2016	Granted

16857914.2 EP3365511	EP	Max Life, LLC	WALL PANEL	BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	4/29/2016	Pending	
				TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre			

Trademarks - Seller assigns the following trademark registrations and trademark applications to Buyer:

TRADEMARKS

Legal/Registered Owner	Mark Name	Territory Code	Status	Application No.	Granted Date	Registration No.
Max-Life, LLC	ARMORWALL FIRE-RATED STRUCTURAL	US	Pending	90/603,144		

	INSULATED SHEATHING						
Max-Life, LLC	ARMORWALL PLUS FIRE-RATED STRUCTURAL INSULATED SHEATHING	US	Pending	90/603,157			
Max-Life, LLC	ARMORBOARD FIRE-RATED STRUCTURAL SHEATHING	US	Pending	90/603,182			
Max-Life, LLC	ARMORBOARD PLUS FIRE-RATED STRUCTURAL SHEATHING	US	Pending	90/603,204			
Max-Life, LLC	CUTS LIKE WOOD, BURNS LIKE CONCRETE	US	Pending	90/639,407			
Max-Life, LLC	ARMORWALL STRUCTURAL INSULATED SHEATHING	US	Registered	88/111,901	12/3/2019	5,928,008	
Max-Life, LLC	INNOVATING THE BUILDING ENCLOSURE	US	Registered	87/890,887	9/17/2019	5,863,845	
Max-Life, LLC	TIGER WALL SYSTEM	US	Registered	86/698,181	8/16/2016	5,020,462	

Max-Life, LLC	MAX-LIFE	US	Registered	86/698,167	8/16/2016	5,020,461
Max-Life, LLC	TIGER IQ	US	Registered	86/809,365	7/25/2017	5,251,787
Max-Life, LLC	ARMORSEALANT	US	Abandoned	88/238,857		
Max-Life, LLC	ARMORWALL	US	Abandoned	87/896,712		
Max-Life, LLC	ARMORSEAL	US	Abandoned	87/925,588		
Max-Life, LLC	2D WALL PANEL DESIGN	US	Abandoned	88/751,344		
Max-Life, LLC	3D WALL PANEL DESIGN	US	Abandoned	88/751,321		

Domain Names

Seller assigns the following domain names to Buyer:

Domain Names

1. <https://maxlifeindustries.com/>

Social Media Accounts and Handles

1. Facebook: <https://www.facebook.com/maxlifeindustries>
2. LinkedIn: <https://www.linkedin.com/company/maxlife-industries/>
3. Instagram: #maxlifeindustries

Owned Software - Seller assigns its ownership of the following software to Buyer:

Not Applicable

APPENDIX 1

PATENT ASSIGNMENT

MAX-LIFE, LLC D/B/A MAXLIFE INDUSTRIES, a North Carolina limited liability company with an address at 4995 South Main Street, Salisbury, NC 28147 (“**Assignor**”), hereby assigns, transfers to, and confirms in DDP SPECIALTY ELECTRONIC MATERIALS US, LLC, a Delaware limited liability company with an address at 974 Centre Road, Bldg 730, Wilmington, DE 19805 (“**Assignee**”), its successors, legal representatives and assigns, and Assignee hereby accepts, (i) Assignor’s full and exclusive right, title and interest in the patents and patent applications identified in Exhibit 1 hereto (hereinafter the “**Patents**”), (ii) any and all additional patent applications, utility model registrations, and other invention registrations claiming priority to or otherwise corresponding to the Patents that are or may be filed; (iii) any and all patents, utility model registrations, and other invention and industrial property registrations issuing from the Patents; and (iv) any and all reissues, reexamination certificates, extensions, divisions, renewals, continuations, and continuations-in-part of the Patents.

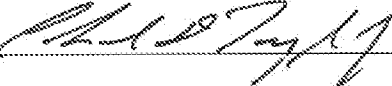
Assignor hereby authorizes and requests the U.S. Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

[remainder of page blank]

Assignor hereby agrees that it will execute any papers and take all other actions reasonably necessary to document and officially record the ownership interest transferred to Assignee in accordance with the terms of this Agreement.


MAX-LIFE, LLC

By: 

Name: Charles D. Taylor, Jr.

Title: Member/Manager

Date: November 23, 2021

Notary: 
My Commission Expires: August 13, 2024

DDP SPECIALTY ELECTRONIC
MATERIALS US, LLC

By: _____

Name: _____

Title: _____

Date: _____

OFFICIAL SEAL
JAMES Y. FAUST
NOTARY PUBLIC
ROWAN COUNTY, NORTH CAROLINA
My Commission Expires: August 13, 2024

Notary: _____

Assignor hereby agrees that it will execute any papers and take all other actions reasonably necessary to document and officially record the ownership interest transferred to Assignee in accordance with the terms of this Agreement.

MAX-LIFE, LLC

By: _____

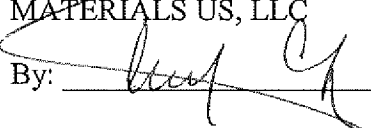
Name: _____

Title: _____

Date: _____

Notary: _____

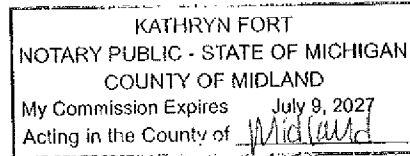
~~DDP SPECIALTY ELECTRONIC
MATERIALS US, LLC~~

By:  _____

Name: Tim Lacey

Title: Authorized Representative and DuPont
Water & Protection Vice President & General
Manager

Date: 11/24/2021



Notary:  _____

**EXHIBIT 1
PATENTS**

Publ. / Appl. / Patent No.	Country	Owner/Assignee	Title	Inventors	Filing Date	Status
WO/2017/069802 PCT/US16/29954	WO	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart	04/29/2016	Expired
62/245617	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart	10/23/2015	Expired
61/706148	US	Max Life, LLC	INSULATED WALL PANEL AND METHOD OF CONSTRUCTING AN INSULATED WALL PANEL HAVING A	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold	09-27-2012	Expired

			DECORATIVE VENEER			
DM 210909 35/001,749	US	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES	TAYLOR, Charles, David HOFFNER, Randal ADAMS, Stewart DAVIS, Jarrett B.	10/1/2019	Pending
17/350333 20210310255	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart	6/17/2021	Pending
17/102711 20210079662	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart DAVIS, Jarrett B.	11/24/2020	Pending

10858843 16/535833 20200018077	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart DAVIS, Jarrett B.	8/8/2019	Granted
10415256 15/969239 20180251986	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart DAVIS, Jarrett B.	5/2/2018	Granted
10858842 15/940174 20180216351	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal	3/29/2018	Granted

15/907503 20180187420	US	Max Life, LLC	INSULATED WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	2/28/2018	Pending
9963885 15/297600 20170037639	US	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	10/19/2016	Granted
9957722 15/138638 20160237692	US	Max Life, LLC	INSULATED WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	4/26/2016	Granted

9353523 14/039101 20140083040	US	Max Life, LLC	INSULATED WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	9/27/2013	Granted
DM/210909 199128	CA	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES	TAYLOR, Charles, David HOFFNER, Randal ADAMS, Stewart McIntyre DAVIS, Jarrett B.	10/1/2019	Registered
DM/210909 EM – no separate application number given	EM	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES	TAYLOR, Charles, David HOFFNER, Randal ADAMS, Stewart McIntyre DAVIS, Jarrett B.	10/1/2019	Statement of Grant of Protection
201917196	AU	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES		10/1/2019	Registered

302020000149-4	BR	Max Life, LLC	WALL PANEL WITH DRAINAGE FEATURES	TAYLOR, Charles, David HOFFNER, Randal ADAMS, Stewart McIntyre DAVIS, Jarrett B.	1/16/2020	Registered
2016342075	AU	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	4/29/2016	Granted
3010868	CA	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre	4/29/2016	Granted
16857914.2 EP3365511	EP	Max Life, LLC	WALL PANEL	TAYLOR, Charles, David	4/29/2016	Pending

				BROWN, Paul, Addison MUELLER, Berthold HOFFNER, Randal ADAMS, Stewart McIntyre		
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APPENDIX 2

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, MAX-LIFE, LLC D/B/A MAXLIFE INDUSTRIES, a North Carolina limited liability company with an address at 4995 South Main Street, Salisbury, NC 28147 (“**Assignor**”), was the owner of all right, title and interest in the trade and service mark registrations and applications therefor specified in Exhibit 1 hereto (the “**Trademarks**”);

WHEREAS, DDP SPECIALTY ELECTRONIC MATERIALS US, LLC, a Delaware limited liability company with an address at 974 Centre Road, Bldg 730, Wilmington, DE 19805 (“**Assignee**”) acquired all of Assignor’s rights, title and interest in and to the Trademarks together with the portion of the business and goodwill of the business connected with and that pertains to the Trademarks;

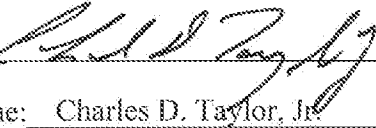
WHEREAS, the Parties desire to confirm the acquisition of the Trademarks and related goodwill for purposes of recording same in the United States Patent and Trademark Office and/or other national patent and trademark offices;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor confirms that, as of the 30th day of November, 2021, Assignor has sold, assigned and transferred to Assignee, its successors and assigns, all rights, title, interest and related goodwill in and to the Trademarks, together with the portion of the business and goodwill of the business connected with and that pertains to the Trademarks as required by Section 10 of the United State Trademark Act, 15 U.S.C. § 1060, and all benefits, privileges, causes of action, and the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) enforce all rights and interest in the Trademarks including, to sue for past, present, and future infringement and to collect all damages therefor for Assignee’s own use and benefit, and (c) grant licenses or other interests to and in the Trademarks.

[remainder of page blank]

Assignor hereby agrees that it will execute any papers and take all other actions reasonably necessary to document and officially record the ownership interest transferred to Assignee in accordance with the terms of this Agreement.


MAX-LIFE, LLC

By: 

Name: Charles D. Taylor, Jr.

Title: Member/Manager

Date: November 23, 2021

Notary: 

My Commission Expires: August 13, 2024

DDP SPECIALTY ELECTRONIC
MATERIALS US, LLC

By: _____

Name: _____

Title: _____

Date: _____

OFFICIAL SEAL
JAMES Y. FAUST
NOTARY PUBLIC
ROWAN COUNTY, NORTH CAROLINA
My Commission Expires: August 13, 2024

Notary: _____

[Signature Page to Confirmatory Trademark Assignment]

Assignor hereby agrees that it will execute any papers and take all other actions reasonably necessary to document and officially record the ownership interest transferred to Assignee in accordance with the terms of this Agreement.

MAX-LIFE, LLC

By: _____

Name: _____

Title: _____

Date: _____

Notary: _____

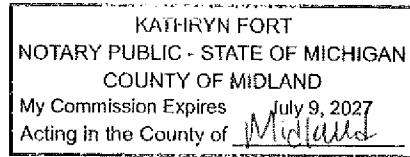
DDP SPECIALTY ELECTRONIC
MATERIALS US, LLC

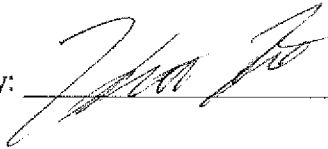
By:  _____

Name: Tim Lacey

Title: Authorized Representative and DuPont
Water & Protection Vice President & General
Manager

Date: 11/24/2021



Notary:  _____

[Signature Page to Confirmatory Trademark Assignment]

**EXHIBIT 1
TRADEMARKS**

Legal/Registered Owner	Mark Name	Territory Code	Status	Application No.	Granted Date	Registration No.
Max-Life, LLC	ARMORWALL FIRE-RATED STRUCTURAL INSULATED SHEATHING	US	Pending	90/603,144		
Max-Life, LLC	ARMORWALL PLUS FIRE- RATED STRUCTURAL INSULATED SHEATHING	US	Pending	90/603,157		
Max-Life, LLC	ARMORBOARD FIRE-RATED STRUCTURAL SHEATHING	US	Pending	90/603,182		
Max-Life, LLC	ARMORBOARD PLUS FIRE- RATED STRUCTURAL SHEATHING	US	Pending	90/603,204		
Max-Life, LLC	CUTS LIKE WOOD, BURNS LIKE CONCRETE	US	Pending	90/639,407		
Max-Life, LLC	ARMORWALL STRUCTURAL INSULATED SHEATHING	US	Registered	88/111,901	12/3/2019	5,928,008

Max-Life, LLC	INNOVATING THE BUILDING ENCLOSURE	US	Registered	87/890,887	9/17/2019	5,863,845
Max-Life, LLC	TIGER WALL SYSTEM	US	Registered	86/698,181	8/16/2016	5,020,462
Max-Life, LLC	MAX-LIFE	US	Registered	86/698,167	8/16/2016	5,020,461
Max-Life, LLC	TIGER IQ	US	Registered	86/809,365	7/25/2017	5,251,787
Max-Life, LLC	ARMORSEALANT	US	Abandoned	88/238,857		
Max-Life, LLC	ARMORWALL	US	Abandoned	87/896,712		
Max-Life, LLC	ARMORSEAL	US	Abandoned	87/925,588		
Max-Life, LLC	2D WALL PANEL DESIGN	US	Abandoned	88/751,344		
Max-Life, LLC	3D WALL PANEL DESIGN	US	Abandoned	88/751,321		
Legal/Registered Owner	Mark Name	Territory Code	Status	Application No.	Granted Date	Registration No.
Max-Life, LLC	ARMORWALL FIRE-RATED STRUCTURAL INSULATED SHEATHING	US	Pending	90/603,144		
Max-Life, LLC	ARMORWALL PLUS FIRE-RATED STRUCTURAL INSULATED SHEATHING	US	Pending	90/603,157		
Max-Life, LLC	ARMORBOARD FIRE-RATED STRUCTURAL SHEATHING	US	Pending	90/603,182		
Max-Life, LLC	ARMORBOARD PLUS FIRE-	US	Pending	90/603,204		

	RATED STRUCTURAL SHEATHING						
Max-Life, LLC	CUTS LIKE WOOD, BURNS LIKE CONCRETE	US	Pending	90/639,407			
Max-Life, LLC	ARMORWALL STRUCTURAL INSULATED SHEATHING	US	Registered	88/111,901	12/3/2019	5,928,008	
Max-Life, LLC	INNOVATING THE BUILDING ENCLOSURE	US	Registered	87/890,887	9/17/2019	5,863,845	
Max-Life, LLC	TIGER WALL SYSTEM	US	Registered	86/698,181	8/16/2016	5,020,462	
Max-Life, LLC	MAX-LIFE	US	Registered	86/698,167	8/16/2016	5,020,461	
Max-Life, LLC	TIGERIQ	US	Registered	86/809,365	7/25/2017	5,251,787	
Max-Life, LLC	ARMORSEALANT	US	Abandoned	88/238,857			
Max-Life, LLC	ARMORWALL	US	Abandoned	87/896,712			
Max-Life, LLC	ARMORSEAL	US	Abandoned	87/925,588			
Max-Life, LLC	2D WALL PANEL DESIGN	US	Abandoned	88/751,344			
Max-Life, LLC	3D WALL PANEL DESIGN	US	Abandoned	88/751,321			