

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johns Manville		02/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dural GmbH		
Street Address:	Südring 11		
City:	Ruppach-Goldhausen		
State/Country:	GERMANY		
Postal Code:	56412		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3357149	DURABASE	
CORRESPONDENCE DATA			
Fax Number:	6503741890		
<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:	2029672650		
Email:	tlyden@vplawgroup.com		
Correspondent Name:	Timothy J. Lyden		
Address Line 1:	P.O. Box 10503		
Address Line 2:	Attn: Trademarks		
Address Line 4:	McLean, VIRGINIA 22102		
DOMESTIC REPRESENTATIVE			
Name:	Timothy J. Lyden		
Address Line 1:	P.O. Box 10503		
Address Line 2:	Attn: Trademarks		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Timothy J. Lyden		
SIGNATURE:	/Timothy J. Lyden/		
DATE SIGNED:	03/10/2023		

OP \$40.00 3357149

Total Attachments: 5

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TRADEMARK SALE AND ASSIGNMENT AGREEMENT

BETWEEN

**JOHNS MANVILLE, FORMERLY TRADING AS
JOHNS MANVILLE INTERNATIONAL INC.**

AND

DURAL GMBH

ALLEN & OVERY

TRADEMARK SALE AND ASSIGNMENT AGREEMENT

between

- (1) **Johns Manville**, formerly trading as **Johns Manville International Inc.**, 717 17th St Ste 800, Denver, Colorado 802023332, USA, a company with its registered seat in Denver, Colorado (“**Seller**”)

and

- (2) **Dural GmbH**, Südring 11, 56412 Ruppach-Goldhausen, Germany, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) with its registered seat in Ruppach-Goldhausen and registered with the commercial register of the Local Court of Montabaur under the registration number HRB 24146 (“**Purchaser**”).

-- Seller and Purchaser hereinafter each referred to as a **Party** and collectively as the **Parties** --

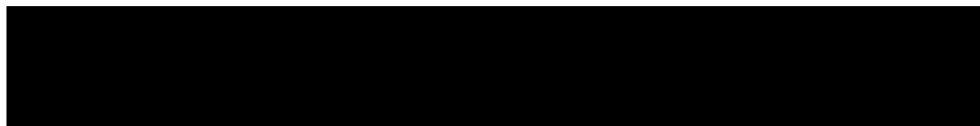
RECITALS

- (A) The Seller is the current holder of the following trademark registrations:

- “Durabase” with the registration number IR 3357149 (US serial no. 78554809) with registration date 18 December 2007,
- “Durabase” with the registration number IR 872019 (designating EU, Japan, Norway and Switzerland) with registration date 6 June 2005,
- “Durabase” with the registration number DE 305 05 610.7 (Germany) with registration date April 29, 2005.

-- each a **Trademark** and together the **Trademarks** --

(B)



- (C) Hence the Seller intends to sell and assign all rights in and to the Trademarks to the Purchaser, and the Purchaser intends to accept the sale and assignment of the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. TRADEMARK SALE AND ASSIGNMENT

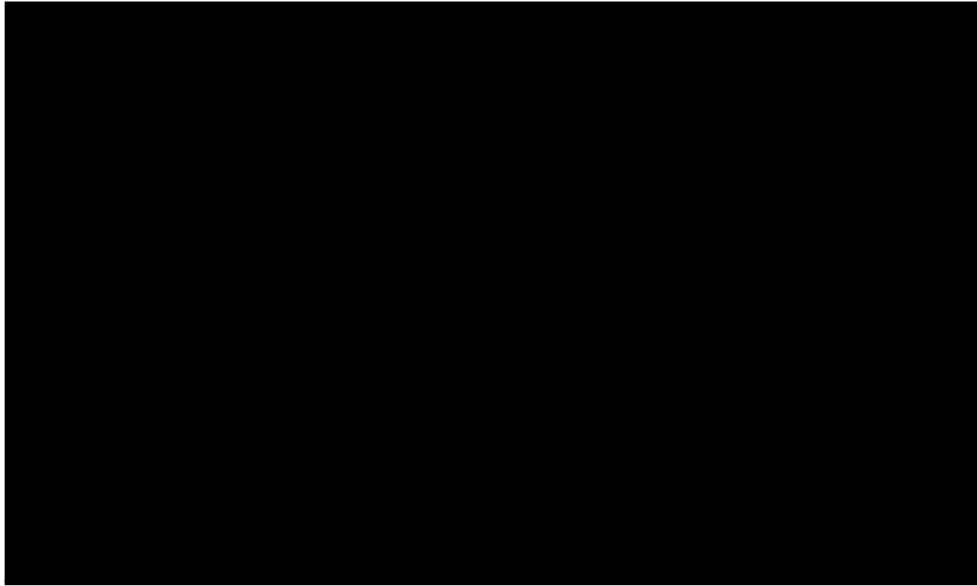
- 1.1 The Seller sells and assigns the Trademarks to the Purchaser, and the Purchaser hereby accepts the sale and assignment of the Trademarks, including all goodwill in and associated with the Trademarks and all remedies against infringements thereof, and all claims, causes of action, all damages and payments for past, present and future infringement or misappropriation of the Trademarks, and the right to sue and recover for past, present and future infringements or

Handwritten mark

misappropriations by third parties of such Trademarks, and any and all corresponding rights that have been, now or hereafter may be, secured throughout the world with respect to such Trademarks.

1.2 For the avoidance of doubt, the Seller retains no right to the Trademarks, including any rights of use.

1.3



2.

2.1

(a)

(b)

(c)

2.2

3.

3.1



Handwritten signature or initials in the bottom right corner.

3.2



4. MISCELLANEOUS

4.1 Amendments or supplements to this agreement including to this Clause 4.1 must be made in writing.

4.2 If any provision of this agreement is invalid, ineffective or unenforceable in whole or in part, such invalidity, ineffectiveness or unenforceability shall not affect the validity, effectiveness or enforceability of the remaining provisions of this agreement. The invalid, ineffective or unenforceable provision in question shall, to the extent permitted by law, be deemed to be replaced by such valid, effective and enforceable provision as most closely approximates the economic intent and purpose of the invalid, ineffective or unenforceable provision or, if this is not possible, shall be replaced by such provision agreed between the parties in the required form. The same shall apply to any gaps in the contract. It is the express intention of the parties that this Clause 4.2 is not to be interpreted as a mere reversal of the burden of proof, but that section 139 of the German Civil Code in its entirety shall not apply.

4.3 This agreement shall be governed by German law without regard to its conflict of laws rules. The exclusive place of jurisdiction for any disputes arising out of or in connection with this agreement shall be Düsseldorf, Germany.

Denver, Feb 9, 2023

Ruppach-Goldhausen, 13.02 2023

Robert D. Tourbe
Johns Manville, formerly trading as
Johns Manville International Inc.

Dural GmbH
Ruppach-Goldhausen
Sebastian Maiworm, SM
Dural GmbH - Managing Director

Annex

[DPMA form sheet to be appended separately]