

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM802437

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900761245		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rogers Corporation		03/22/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Griswold Products, LLC		
Street Address:	1 River Street		
City:	Moosup		
State/Country:	CONNECTICUT		
Postal Code:	06354		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2218115	KUSHON	
CORRESPONDENCE DATA			
Fax Number:	8456159171		
<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:	(845) 615-9010		
Email:	vikas@cvlawgroup.com		
Correspondent Name:	Crush & Varma Law Group		
Address Line 1:	15 Matthews Street		
Address Line 2:	Suite 301		
Address Line 4:	Goshen, NEW YORK 10924		
ATTORNEY DOCKET NUMBER:	1987.06		
NAME OF SUBMITTER:	Vikas Varma		
SIGNATURE:	/Vikas Varma/		
DATE SIGNED:	04/12/2023		
Total Attachments: 6			
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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 22, 2023, is made by Rogers Corporation, a Massachusetts corporation (“**Seller**”) in favor of Griswold Products, LLC (“**Buyer**”).

WHEREAS, reference is made to that certain Asset Purchase Agreement by and among the Seller, and the Buyer dated as of February 17, 2023 (the “**Asset Purchase Agreement**”);

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, the Purchased Assets, including but not limited to certain Intellectual Property of Seller, and has agreed to execute and deliver this IP Assignment, in order to effectuate the conveyance, transfer and assignment of those certain Intellectual Property assets, which may be recorded with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms not otherwise defined herein have the meaning assigned to them in the Asset Purchase Agreement (as defined below).

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the Assigned IP, including the Intellectual Property set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks set forth thereon;

(b) all rights of any kind whatsoever of Seller accruing under any of the Assigned IP 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 Assigned IP; and

(d) any and all claims and causes of action with respect to any of the Assigned IP, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks and the Commissioner for Patents, each in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. License. Buyer hereby grants Seller a non-exclusive, royalty-free, non-transferable, worldwide right and license through the end of calendar year 2024 to use the GRISWOLD ENLIGHTEN-U name and mark in connection with Seller's marketing, distribution and sale of its products historically sold under or using such name and/or mark. Seller shall indemnify, defend, and hold harmless Buyer and its officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, claims, judgments, penalties, costs, or expenses, including reasonable attorneys' fees, arising out of any third party claim, suit, action, or proceeding relating to Seller's exercise of its license to the GRISWOLD ENLIGHTEN-U mark pursuant hereto.

4. 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 representations, warranties, covenants, agreements, and indemnities 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.

5. 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.

6. 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.

7. 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 any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

AGREED TO AND ACCEPTED:

BUYER:

Griswold Products, LLC

By: [Signature]
Name: Cedric Gasper
Title: President & Sole Member

ACKNOWLEDGMENT

STATE OF NY

)
)SS.

COUNTY OF Orange

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On the 9th day of March 2023, before me personally appeared Cedric Gasper personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President & Sole Member of Griswold Products, LLC and acknowledged the instrument to be the free act and deed of Griswold Products, LLC for the uses and purposes mentioned in the instrument.

Amy Poirier
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PC6316528
Qualified in Orange County
Commission Expires January 23, 2027

[Signature]
Notary Public
Printed Name: Amy Poirier

My Commission Expires: 1/23/2027

[Signature Page to IP Assignment Agreement]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the applicable dates first written above.

SELLER:

ROGERS CORPORATION

By: [Signature]
Name: Robert J. McCard
Title: Interim General Counsel

ACKNOWLEDGMENT

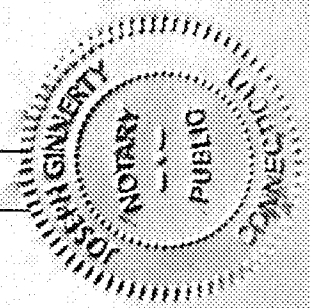
STATE OF CONNECTICUT

)
)SS. Bristol
)

COUNTY OF Hartford

On the 7th day of March, 2023, before me personally appeared Robert J. McCard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the General Counsel of Rogers Corporation, and acknowledged the instrument to be the free act and deed of Rogers Corporation for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Joseph Ginnerty



My Commission Expires: June 30 2026

[Signature Page to Trademark Assignment Agreement]

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SCHEDULE I

Assigned IP

Trademarks

Mark	Owner	Jurisdiction	Registration Number	Registration Date	App. Serial No.
Griswold	Rogers Corporation	US	5243722	July 18, 2017	86758763
KUSHON	Rogers Corporation	US	2218115	January 19, 1999	75219706
GRISWOLD GRIPON LESS SLIP. MORE GRIP.	Rogers Corporation		6512604	October 5, 2021	
GRISWOLD GRIPON	Rogers Corporation		6548677	November 2, 2021	

Seller's common law trademark rights in and to the "GRIPON" and "FLAMESAFE" marks.

Patents

None.

Patent Applications

None.

Software

The following software programs and platforms used by the Seller in connection with the operation of the Business, and any licenses associated therewith:

1. MAX Production Reporter
2. G-Label
3. Jade Yoga Labels
4. Butler Bros Labels
5. Off Standard Log
6. Supervisor Test Results

7. Production Portal
8. QC Manager
9. Ipod Touch with barcode scanner

Domain Names, Emails

1. GRISWOLDCOR.com
2. GRISWOLDLLC.com
3. GRISWOLDRUBBER.com
4. Kushoncomfort.com

Formulas and Recipes

1. All the formulas, recipes and formula/recipe documents pertaining to the products manufactured by the Business