#### 900424164 10/06/2017

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM446301

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900422222		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hughes Brothers Inc.		07/05/2017	Corporation: NEBRASKA

#### **RECEIVING PARTY DATA**

Name:	Owens Corning Infrastructure Solutions, LLC		
Street Address:	One Owens Corning Parkway		
City:	Toledo		
State/Country:	OHIO		
Postal Code:	43659		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark			
Registration Number:	3177903	ASLAN FRP			

#### CORRESPONDENCE DATA

Fax Number: 4192559639

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: 4192555900

Email: docketing@mstfirm.com

**Correspondent Name:** Carrie A. Johnson

Address Line 1: One Maritime Plaza, Fifth Floor

Address Line 2: 720 Water Street

Address Line 4: Toledo, OHIO 43604-1853

ATTORNEY DOCKET NUMBER:	TMK-02854-US-NF
NAME OF SUBMITTER:	Carrie A. Johnson
SIGNATURE:	/caj/
DATE SIGNED:	10/06/2017

#### **Total Attachments: 5**

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### TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (the "<u>Trademark Assignment</u>") is made and delivered effective as of July 5, 2017 (the "<u>Effective Date</u>"), by and between Hughes Brothers, Inc., a Nebraska corporation having an address of 210 N. 13th Street, Seward, Nebraska 68434 ("<u>Assignor</u>") and Owens Corning Infrastructure Solutions, LLC, a Delaware limited liability company, having an address of One Owens Corning Parkway, Toledo, Ohio 43659 ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of even date herewith (the "<u>Purchase Agreement</u>") (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's right, title and interest in and to the Intellectual Property Assets, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

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

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademarks set forth on Schedule I attached hereto, and all applications, registrations, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing 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 foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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. <u>Recordation and Further Assurances</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the

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Trademark Assignment Agreement

officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

- 3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

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Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
HUGHES BROTHERS, INC.	OWENS CORNING INFRASTRUCTURE SOLUTIONS, LLC
By Lolen	Ву:
Name. / / John 4 142045	Name:
Title: Pleiner	Title:

Trademark Assignment as of the Effective Date.

ASSIGNOR: ASSIGNEE:

IN WITNESS WHEREOF, the parties have duly executed and delivered this

By:\_\_\_\_\_\_\_
Name:\_\_\_\_\_\_

Title: \_\_\_\_\_

**HUGHES BROTHERS, INC.** 

By:

Name: Teresa May

**SOLUTIONS, LLC** 

Title: Authorized Representative

Teusa May

**OWENS CORNING INFRASTRUCTURE** 

### **SCHEDULE I - TRADEMARKS**

## **Registered U.S. Trademarks:**

Trademark	Country	Reg. No.	Reg. Date	App. No.	Filing Date	Owner of Record	Status	Next Deadline
ASLAN FRP & DESIGN	US	3,177,903	11/28/06	78/449,851	7/13/04	Hughes Brothers Inc.	Registered	Renewal Due 11/28/2026

# **Unregistered U.S. Trademarks:**

**ASLAN** 

**NU-TIE** 

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RECORDED: 09/25/2017