

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian Building Products, Inc.		04/17/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Guardian Industries Holdings, LLC		
Street Address:	2300 Harmon Rd		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3597046	G	
Registration Number:	2958155	G	
Registration Number:	2723731	GUARDIAN PLUS	
Registration Number:	3538039	GUARDIAN PLUS	
Registration Number:	2834661	GUARDIAN	
Registration Number:	3828378	GUARDIAN	
Registration Number:	3545307	GUARDWRAP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	316-828-4914		
Email:	kcsp_trademarks@kochind.com		
Correspondent Name:	Warren Zeserman		
Address Line 1:	4111 E 37th St N		
Address Line 4:	Wichita, KANSAS 67220		
NAME OF SUBMITTER:	Barbara F. Edwards		
SIGNATURE:	/Barbara F. Edwards/		
DATE SIGNED:	11/21/2018		

CH \$190.00 3597046

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Trademark Assignment") is entered into on this 17th day of April, 2018 ("Effective Date"), by and between Guardian Building Products, Inc., a Georgia corporation ("Assignor"), on the one hand, and Guardian Industries Holdings, LLC, a Delaware limited liability company ("Assignee"), on the other hand. Each of Assignor and Assignee is referred to herein as a "Party" and collectively as the "Parties."

Assignor is the owner of all right, title, duties, and interest in and to the trademark registrations set forth on Schedule I, including all common law, state, federal and international trademark rights thereto (the "Assigned Trademarks"); and

Assignee desires to acquire all of Assignor's right, title, duties, and interest in and to the Assigned Trademarks.

Now, the parties agree:

I. Assignment by Assignor. For good and valuable consideration, the receipt and sufficiency of which is hereby confirmed and acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, and sets over to Assignee, Assignor's entire right, title, duties, and interest in and to and with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, together with:

(a) the trademark registrations set forth on Schedule I hereto, including all common law, state, federal and international trademark rights thereto;

(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, causes of actions, defenses and rights of set-off against third parties, with respect to any of the foregoing, 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.

Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned Trademarks.

CONFIDENTIAL

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office and any other governmental authorities, including any foreign trademark authorities, to record and register this Trademark Assignment upon request by Assignee. The parties to this Trademark Assignment will use commercially reasonable efforts to facilitate the recording of all documents of transfer or assignment relating to the assignment of the Assigned Trademarks.

3. Severability. If any provision of this Trademark Assignment is found to be invalid or unenforceable, then the remainder of this Trademark Assignment will have full force and effect and be enforceable, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate its original objective.

4. Amendments. No amendments or modifications will be effective unless in writing signed by authorized representatives of all parties. The parties agree to any future revisions correcting the schedule in the event of any typographical errors, inadvertent omissions, or other errors, so long as such revisions are in writing signed by authorized representatives of all parties.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will 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 will be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions.

{Signature Pages Follow}

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

GUARDIAN BUILDING PRODUCTS, INC.
a Georgia corporation

By: [Signature]
Name: Eric Woodward
Title: Treasurer

STATE OF MICHIGAN
COUNTY OF Oakland

On April 17, 2018, before me, Tonya Johnson Notary Public in and for said State, Eric Woodward personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature (Seal)

[Signature]
Tonya A. Johnson
Notary Public of Michigan
Macomb County
Expires 09/18/2021
Acting in the county of Oakland

Signature of witness: (1) [Signature]

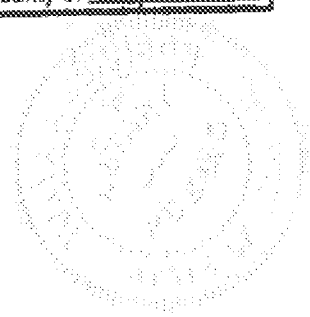
Printed name of Witness: Jeffrey B. Lev

April 17, 2018

Signature of witness: (2) [Signature]

Printed name of Witness: Michael Metz

April 17, 2018



[Signature Page to Trademark Assignment]

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNEE:

GUARDIAN INDUSTRIES HOLDINGS, LLC
a Delaware limited liability company

By: [Signature]
Name: Eric Woodward
Title: Treasurer

STATE OF MICHIGAN

COUNTY OF Oakland)

On April 17, 2018, before me, Tonya Johnson, Notary Public in and for said State, Eric Woodward personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature (Seal)

[Signature]
Tonya A. Johnson
Notary Public of Michigan
Macomb County
Expires 09/18/2021
Acting in the county of Oakland

Signature of witness: (1) [Signature]

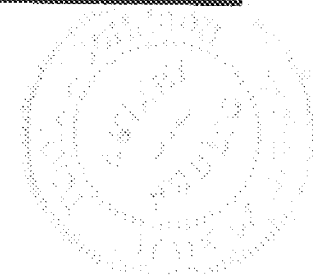
Printed name of Witness: Jeffrey B. Lev

April 17, 2018

Signature of witness: (2) [Signature]

Printed name of Witness: Michael Metz

April 17, 2018



[Signature Page to Trademark Assignment]

SCHEDULE I

ASSIGNED TRADEMARKS

<u>U.S. Trademarks</u>					
Reg No	Reg Date	Mark	Design Mark	Country	Class Nos
3,597,046	3/31/2009	G Logo II	Yes	United States	17
2958155	5/31/2005	G Logo II	Yes	United States	35
2723731	6/10/2003	GUARDIAN PLUS	No	United States	35
3538039	11/25/2008	GUARDIAN PLUS	No	United States	35
2834661	4/20/2004	GUARDIAN	No	United States	35
3,828,378	8/3/2010	GUARDIAN	No	United States	35, 37
3545307	12/9/2008	GUARDWRAP	No	United States	17
<u>Non-U.S. Trademarks</u>					
Reg No	Reg Date	Mark	Design Mark	Country	Class Nos
TMA827782	7/10/2012	ECOGUARD	No	Canada	1
1252172	9/1/2009	G Logo I	Yes	Australia	17
005841507	3/28/2008	G Logo I	Yes	European Community Trademark	17, 19
164419	11/29/2007	G Logo I	Yes	Dominican Republic	17
35 Book 129	4/24/2009	G Logo I	Yes	El Salvador	17
157968	7/21/2008	G Logo I	Yes	Guatemala	17
104351	4/4/2008	G Logo I	Yes	Honduras	17
0800811 LM	4/16/2008	G Logo I	Yes	Nicaragua	17
TMA776507	9/8/2010	GUARDFOAM	No	Canada	1
6608211	3/28/2010	GUARDIAN (Chinese translation)	No	China	17
6608209	8/28/2010	GUARDIAN (Chinese translation)	No	China	35
7750143	11/28/2010	GUARDIAN (Chinese transliteration #2)	No	China	17

TRADEMARK

REEL: 006487 FRAME: 0255

6559368	3/28/2010	GUARDIAN (Chinese transliteration)	No	China	17
6559366	7/14/2010	GUARDIAN (Chinese transliteration)	No	China	35
6561159	3/28/2010	GUARDIAN (in English)	No	China	17
620172	9/21/2004	GUARDIAN BUILDING PRODUCTS DISTRIBUTION	No	Canada	
6198592	7/4/2008	GUARDIAN CWI	No	European Community Trademark	17
1252171	9/1/2009	GUARDIAN	No	Australia	17
31896	7/16/2013	GUARDIAN	No	Bahamas	18
625385	11/15/2004	GUARDIAN	No	Canada	
5840186	3/6/2008	GUARDIAN	No	European Community Trademark	17, 19
164293	11/29/2007	GUARDIAN	No	Dominican Republic	17
72 BOOK 121	1/7/2009	GUARDIAN	No	El Salvador	17
169588	5/5/2010	GUARDIAN	No	Guatemala	17
104298	4/3/2008	GUARDIAN	No	Honduras	17
913793	12/15/2005	GUARDIAN	No	Mexico	17
0800810 LM	4/16/2008	GUARDIAN	No	Nicaragua	17
248784	11/24/2008	GUARDIAN	No	Norway	17
TMA768561	6/2/2010	GUARDWRAP	No	Canada	