

ASSIGNME

06-21-2001

ER SHEET Patents Only



To the Honorable Commissioner of
Please record the attached original

101756117

Attorney Dkt. No.: 20293/203173

1. Name of conveying party(ies):

MonierLifetile LLC

Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒

6.18.01

2. Name and address of receiving party(ies):

Boral Lifetile Inc.
2859 Paces Ferry Road
Suite 1250
Atlanta, Georgia 30339

Monier Inc.
1105 N. Market Street
Suite 1300
P.O. Box 8985
Wilmington, Delaware 19899

3. Nature of conveyance:

- ☒ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☐ Other _____

Execution Date: January 22, 2001Additional name(s) & address(es) attached? Yes ☐ No ☒4. Application No. 29/117,660

Patent No. ____

If this document is being filed together with a new application, the execution date of the application
is: ____

Additional numbers attached? Yes ☐ No ☒5. Name and address of party to whom correspondence
concerning document should be mailed:

CUSTOMER NO. 000826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41) \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 16-0605

DO NOT USE THIS SPACE

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document.*

Name of Person Signing: Gregory T. GronholmJune 14, 2001

Date

Reg. No. 32,415

Total number of pages including cover sheet, attachments, and document: 4

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ATL01/10989907v1

PATENT
REEL: 011900 FRAME: 0818

CONFIRMATORY PATENT ASSIGNMENT

This Confirmatory Patent Assignment ("Assignment") is made by **MonierLifetile, LLC** ("MonierLifetile"), a Delaware limited liability company having its principal offices at One Park Place, Suite 900, Irvine, California;

WHEREAS, as shown by the records of the United States Patent and Trademark Office, MonierLifetile has previously acquired all right, title, and interest in and to a certain new ornamental design for a roof tile, for which an application for United States Design Letters Patent entitled "**ROOF TILE**" has been filed in the United States Patent and Trademark Office on January 27, 2000, under **Application No. 29/117,660**, and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS, **Boral Lifetile, Inc.**, ("Boral"), a California corporation with its principal offices at c/o Boral Industries, Inc. 2859 Paces Ferry Road, Suite 1250, Atlanta, Georgia 30339, and **Monier, Inc.**, ("Monier"), a California corporation, with its principal offices at 1105 N. Market Street, Suite 1300, P.O. Box 8985, Wilmington, Delaware, 19899, each entered into a License Agreement with MonierLifetile on August 15, 1997 whereby said Patents were jointly assigned to Boral and Monier;

WHEREAS, Boral and Monier are desirous of confirming their right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above MonierLifetile has sold and by these presents does hereby sell, assign, transfer, and convey unto each of Boral and Monier, their successors and assigns, an undivided whole interest, right, and title in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its

rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Boral and Monier's own use and enjoyment; all to be held and enjoyed jointly by Boral and Monier, their successors and assigns, as fully and entirely as the same would have been held and enjoyed by MonierLifetile if this assignment and sale had not been made.

From time to time after the date hereof, at the request of any party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

MonierLifetile further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, MonierLifetile has caused this assignment to be executed this 22 day of January, 2000.

By:  (SEAL)

Its: Vice-President

STATE OF _____)

COUNTY OF _____)

See Attached

This _____ day of _____, _____ personally came before me, _____, a Notary Public for the County of _____ and State of _____, who, being by me duly sworn, says that he is _____ of MonierLifetile, a limited liability company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of MonierLifetile, and that said writing was signed and sealed by him on behalf of MonierLifetile by its authority duly given. And _____ acknowledged the said writing to be the act and deed of MonierLifetile.

Witness my hand and official seal, this the _____ day of _____,

(Official Seal)

Notary Public

My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

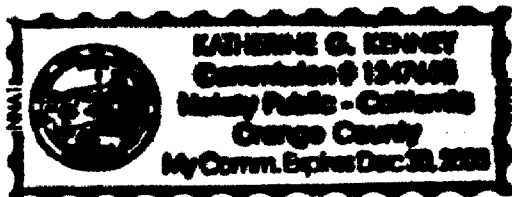
On January 22, 2001, before me,

Katherine G. Kenney, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Steve Chamberlin

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Katherine G. Kenney
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Confirmatory Patent Assignment

Document Date: _____

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

