

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Saint-Gobain Vetrotex France	10/31/2007
RECEIVING PARTY DATA	
Name:	Owens-Corning Fiberglas Technology II LLC
Street Address:	One Owens Corning Parkway
City:	Toledo
State/Country:	OHIO
Postal Code:	43659
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11913322
CORRESPONDENCE DATA	
Fax Number:	(740)321-8024
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(740) 321-7168
Email:	jan.hostasa@owenscorning.com
Correspondent Name:	Owens Corning Science & Technology
Address Line 1:	2790 Columbus Road
Address Line 4:	Granville, OHIO 43023
ATTORNEY DOCKET NUMBER:	26241
NAME OF SUBMITTER:	Jan Hostasa
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

PATENT

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REEL: 023503 FRAME: 0539

CH \$40.00 11913322

TRANSFER OF US INTELLECTUAL PROPERTY RIGHTS

This transfer agreement (this "Agreement") is made on the 31st of October, 2007

BETWEEN:

Saint-Gobain Vetrotex France, a corporation duly incorporated and existing under the laws of France, having its registered offices located at 130 Avenue des Follaz, 73000 Chambéry, duly represented,

hereinafter referred to as "Assignor";

And

Owens-Corning Fiberglas Technology II LLC, a limited liability company incorporated under the laws of Delaware, having its offices at One Owens Corning Parkway, Toledo, Ohio 43659; duly represented,

hereinafter referred to as "Assignee"

Each of the above is hereinafter also referred to individually as a "Party" and collectively as the "Parties".

PREAMBLE

Whereas the companies so called Owens Corning, the Société de Participations Financières et Industrielles (SPAFI) and certain other parties have entered into a purchase agreement dated as of July 26th, 2007 (hereinafter referred to as "Purchase Agreement") pursuant to which Owens Corning has agreed to purchase certain assets, rights, properties and operations of the business of SPAFI and its affiliates relating to the development, production and distribution of certain reinforcement glass fiber products and composite products, including certain intellectual property related to such business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the entry into the Purchase Agreement by the respective parties, and the monetary consideration provided for hereunder, Assignor and Assignee agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement, its Annexes and Exhibits attached hereto shall have the meanings specified in Annex A.
2. **Patent Assignment.** Assignor hereby assigns and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Transferred Patents, and all rights and privileges related thereto including without limitation all rights to sue others for past, present, and future acts of infringement of the Transferred Patents, and to retain all revenues received from others for past, present and future acts of infringement of the Transferred Patents ("Transferred Patent Rights").
3. **Know How Assignment.** Assignor hereby assigns and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Transferred Know How, including without limitation all rights to sue others for past, present, and future acts of misappropriation of the Transferred Know How, and to retain all revenues received from others for past, present and future acts of misappropriation of the Transferred Know How ("Transferred Know How Rights").

4. **Domain Name Assignment.** Assignor hereby assigns and transfers to Assignee, its successors and assigns, all claims, rights, title and interest Assignor has or may have in and to the Transferred Domain Names and all rights and privileges related thereto. Without limiting the generality of the foregoing, Assignor hereby assigns and transfers to Assignee any trademark rights which Assignor has or may have in the Transferred Domain Names, including all right, title, and interest in and to the trademarks together with the goodwill of the business symbolized by the trademarks and any applications and registrations thereof. ("**Transferred Domain Name Rights**"). Assignor shall not adopt or register any domain names, trademarks, service marks or trade names confusingly similar to the Transferred Domain Names in any registry in any country. Assignor shall not use the Transferred Domain Names, or any confusingly similar derivation thereof, in any context on the Internet or elsewhere.
5. **Trademark Assignment.** Assignor hereby assigns to the Assignee, its successors and assigns, all right, title and interest in and to the Transferred Trademarks and to the United States trademark registrations and pending applications for registration of the Transferred Trademarks listed in Schedule C, together with all goodwill associated therewith, including without limitation all rights to sue others for past, present, and future acts of infringement of the Transferred Trademarks, and to retain all revenues received from others for past, present and future acts of infringement of the Transferred Trademarks. The Parties acknowledge that with respect to any Transferred Trademarks currently subject to pending "intent to use" applications, that portion of the Assignor's business in connection with which the Assignor has a bona fide intent to use the Transferred Trademarks is being conveyed to the Assignee or its Affiliates through the Purchase Agreement.
6. **Authorization to Patent and Trademark Offices.** Assignor hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office to issue to Assignee any and all patents or trademarks that may be granted upon applications forming a part of the Transferred Patents or the Transferred Trademarks, and to index this Agreement against any and all of such patents and patent applications forming a part of the Transferred Patents and against any and all of such trademarks and trademark applications forming a part of the Transferred Trademarks.
7. **Consideration.** As consideration of the assignment of the Transferred IPR, Assignee shall pay to SPAPI or its designee a lump sum fee of one million (1.000.000) Euros. Such sum shall be paid upon execution of this Agreement.

Payment shall be in US Dollars using the European Central bank US/Euro exchange rate as of 5:00pm Central European time on the second Business Day preceding the Closing Date.

Payment shall be made by wire transfer to the following bank account :

Beneficiary: COMPAGNIE DE SAINT GOBAIN
Bank: FORTIS BANQUE, BRUXELLES
BIC Bq bénéficiaire : GEBABEBB36A
Beneficiary bank account : BE26210074290029

All payments to be made by Assignee hereunder shall be made without deduction or withholding for or in account of present or future taxes or duties of whatever nature imposed or levied in any country. Assignee shall as soon as possible make payment of the taxes or duties so deducted to the competent government authorities and shall as soon as possible thereafter forward to Assignor receipts for the taxes or duties so paid.

8. **Assignor Waiver of Rights.** Assignor hereby waives any rights against the Transferred IPR.
9. **Representations and Warranties.** Assignor represents and warrants that it is the sole owner the Transferred IPR or is duly empowered to assign the Transferred IPR to Assignee in the Territory under the terms and conditions set forth in this Agreement. Assignor has full legal right, power and authority to enter into and perform the transactions contemplated by this Agreement, without need for

any approval, license, or notice to any other person or entity. The execution, delivery and performance of this Agreement, and the documents contemplated herein by Assignor, and the consummation by Assignor of the transaction contemplated herein, have been duly authorized by all necessary actions.

10. **Further Assurances.** Assignor further agrees for itself, its successors, assigns, and legally bound predecessors, without further consideration to Assignor but at Assignee's expense, to make all lawful oaths, execute any further legal documents, including any further assignments, consents and other documentation, such as individual assignments for recordation in the U.S. and foreign patent offices, which may be in the form of Annex C for the Transferred Patents or in the form of Annex D for the Transferred Trademarks and will complete all steps necessary to effectuate and register the transfer of the Transferred Domain Names with the entities presently serving as the registrars for the Transferred Domain Names, and to perform all acts, that may be necessary to complete the assignment of Assignor's interest in and to the Transferred IP or in support of any effort by Assignee to establish, perfect, defend, or enforce its rights acquired pursuant to this Agreement through prosecution of governmental filings, regulatory proceedings, litigation, or other means..

11. **Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws.

The Courts of New York shall have exclusive jurisdiction to settle any dispute arising in connection with the creation, interpretation or performance of this Agreement, notwithstanding cases of multiple defendants or third party proceedings.

12. **Integration; Controlling Agreement.** This Agreement is made pursuant to the Purchase Agreement, and collectively this Agreement and the Purchase Agreement constitute the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersede any and all previous agreements between the Parties, whether written or oral, with respect to such subject matter. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of this Agreement control.

13. **No Amendments.** No amendment, termination or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment by their duly authorised representatives in two (2) original copies.

For Assignor

For Assignee

Name : He Lin
Title : Attorney-in-fact
Date : 10/31/07

Name : John W. Christy
Title : Attorney-in-fact
Date : 10/31/07

**ANNEX A
DEFINITIONS**

"Transferred Domain Names" means all rights in the United States to the domain names that are listed on Annex B-4.

"Transferred IPR" means the Transferred Patent Rights, the Transferred Know How Rights, the Transferred Domain Name Rights, and the Transferred Trademark Rights.

"Transferred Know How" means all rights in the United States to the Know How that is listed on Annex B-3.

"Transferred Patents" means all rights in the United States to the patents and patent applications that are listed on Annex B-1. The Transferred Patents shall also include all divisional, continuation, continuation-in-part, renewal, reissue, reexamination, or other patent applications based upon the patents and patent applications listed on Schedule A, any patents or reexamination certificates issuing from any of said divisional, continuation-in-part, renewal, reissue, reexamination, or other patent applications claiming filing priority from the patents and patent applications listed on Schedule A.

"Transferred Trademarks" means all rights in the United States to the Trademarks that are listed on Annex B-2.

In house docket number	In house short title	English title	Owner	Priority number	Priority date	Publication number	Publication date	Domain	Countries filed
2005 085	One loop automatic yarn taking up	Apparatus for automatic taking up of yarns	SG-VF	FR 05/52 272	2005 07 22	2,888,838	2007 01 26	CS	FR,PCT
2005 058	Flameproof sizing	Reinforcement yarns and composites with improved fire resistance	SG-VF	FR 05/52 072	2005 07 06	2,888,255	2007 01 12	Sizings	FR,PCT,MY,TW
2005 036	Molding of high density chopped glass "Granulite"	Manufacturing process of a composite part from high glass density pellets	SG-VF	FR 05/51 179	2005 05 04	2,885,316	2006 11 10	Applications	FR,BR,CN,EP,KR,JP,US,ZA
2005 035	Sizing for high density chopped glass "Granulite"	Sizing composition for high content glass fibre pellets	SG-VF	FR 05/51 178	2005 05 04	2,885,362	2006 11 10	Sizings	FR,BR,CN,EP,KR,JP,US,ZA,MY,TW
2005 034	Mat binder with microbeads	Fibrous structure with charged binder	SG-VF	FR 05/51 083	2005 04 27	2,885,144	2006 11 03	Mats	FR
2005 021	Chopping wheel with removable solid tyre	Counter wheel with removable solid tyre	SG-VF	FR 05/50 619	2005 03 09	2,883,009	2006 09 15	CS	FR,BR,CA,CN,EP,IN,JP,KR,RU,US
2005 017	Concentrated covered pellets	Concentrated reinforcement pellets and their manufacturing	SG-VF	FR 05/50 618	2005 03 09	2,882,958	2006 09 15	Twintex® downstream	FR,BR,CN,EP,IN,KR,JP,MX,RU,US
2005 011	Velcrocel binding	Attaching device for reinforcement glass yarns	SG-VF	FR 05/50 425	2005 02 15	2,882,049	2006 08 18	Downstream	FR,CN,EP,JP,US
2004 134	H-glass with lithium "H++"	Glass yarns for reinforcement of organic/inorganic materials, composites including them and used composition	SG-VF	FR 04/13 443	2004 12 16	2,879,591	2006 06 23	Glass	FR,BR,CA,CN,EP,IN,JP,KR,MX,NO,RU,US,TW
2004 114	Structured pultruded rebars	Manufacturing process for a rough long member, long rough member	SG-VF	FR 04/12 739	2004 12 01	2,878,465	2006 06 02	Twintex® application	FR,AE,BR,CA,CN,EP,IN,JP,KR,MX,NO,RU,UA,US
2004 112	Wheel removing with no break	Process for the removing of chopping members	SG-VF	FR 04/52 700	2004 11 19	2,878,177	2006 05 26	CS	FR,BR,CA,CN,EP,IN,JP,KR,RU,US