

PATENT ASSIGNMENT

Electronic Version v1.1
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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:	09029606
CORRESPONDENCE DATA	
Fax Number:	(740)321-8024
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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:	26187
NAME OF SUBMITTER:	Jan Hostasa
Total Attachments: 5 source=Assignment 2#page1.tif source=Assignment 2#page2.tif source=Assignment 2#page3.tif source=Assignment 2#page4.tif source=Assignment 2#page5.tif	

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**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 Chambery, 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 SPAFI 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 authorized representatives in two (2) original copies.

For Assignor

For Assignee

Name :

Ue Lu

Title : Attorney-in-fact

Date : 10/31/07

Name :

John W. Ennsty

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 filled
1998 060	Direct grinding of counterwheel	Process and apparatus for manufacturing chopped thermoplastic fibers	SG-VF	FR 98/09 885	1998 08 03	2,781,815	2000 02 04	CS	FR, BE, BR, CN, GB, IN, IT, KR, US
1997 006	Twintex® calendaring	Method and device for making composite sheets	SG-VF	FR 97/00 387	1997 01 16	2,759,340	1998 07 17	Twintex® downstream	FR, CA, BE, CZ, DE, GB, JP, KR, SK, US
1996 078	Roving string for projection "p207"	Sized glass fibers for reinforcing polymer material	SG-VF	FR 96/13 174	1996 10 29	2,755,127	1998 04 30	Sizings	FR, AU, BE, BR, CA, CN, CZ, DE, ES, GB, IN, IT, JP, KR, NL, NO, SE, SK, TR, US
1996 067	Unifilo® and Uniflop	Mat including at least one layer of continuous glass yarns	SG-VF	FR 96/10 888	1996 09 06	2,753,207	1998 03 13	Mats	FR, DE, GB, IT, JP
1996 044	Thermoplastic filaments pulling unit	Device for manufacturing a composite yarn	SG-VF	FR 96/08 592	1996 07 10	2,750,979	1997 01 16	Twintex® Process	CN, IN, JP, KR, RU, SK, TW, US
1996 006	Composite yarns GMT	Process and device for the manufacture of a composite material	SG-VF	FR 96/00 578	1996 01 19	2,743,822	1997 07 25	Twintex® application	FR, BE, BR, CA, CH, CN, DE, IN, IT, NO, RU, US
1995 089	Mat with polyvinyl alcohol binder	Process for manufacturing a glass mat and product resulting therefrom	SG-VF	FR 95/15 113	1995 12 12	2,742,172	1997 06 13	Mats	FR, AE, AR, BR, CA, CN, CZ, ES, GB, IN, IT, KR, PL, RU, SK, TH, TW, US
1995 057	Z6032 and AR glass	Reinforcing glass strands and composites resistant to corrosive media	SG-VF	FR 95/10 316	1995 09 01	2,738,241		Cam-Fil®	FR, BE, BR, CA, CN, IN, IT, RU, SK, US
1995 038	Sizing for composite yarn	Sizing composition for composite yarns and composite yarns coated with this composition	SG-VF	FR 95/06 829	1995 06 09	2,735,151	1996 12 13	Twintex® Process	FR, BR, CA, CN, EP, JP, KR, NO, RU, SK, TR, TW, US
1995 002	Sizing for PBT '95Z'	Sized glass threads for reinforcing organic materials	SG-VF	FR 95/00 570	1995 01 19	2,729,654	1996 07 26	Sizings	FR, BE, BR, CA, CN, DE, GB, IT, JP, KR, NL, SK, US