503144382 01/21/2015

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
KNAUF INSULATION LIMITED	01/20/2015
KNAUF INSULATION GMBH	01/21/2015
KNAUF INSULATION, LLC	01/21/2015
KNAUF INSULATION SPRL	01/21/2015

RECEIVING PARTY DATA

Name:	KNAUF INSULATION, LLC		
Street Address:	ONE KNAUF DRIVE		
City:	SHELBYVILLE		
State/Country:	NDIANA		
Postal Code:	46176		
Name:	KNAUF INSULATION SPRL		
Street Address:	RUE DE MAESTRICHT 95		
City:	4600 VISE		
State/Country:	BELGIUM		

PROPERTY NUMBERS Total: 5

Property Type	Number	
PCT Number:	EP2013067204	
PCT Number:	EP2013075376	
PCT Number:	EP2013075378	
Application Number:	61937110	
Application Number:	14537179	

CORRESPONDENCE DATA

Fax Number:

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: (317) 634-3456

Email: docketdept@uspatent.com
Correspondent Name: DANIEL J. LUEDERS

Address Line 1: 111 MONUMENT CIRCLE, SUITE 3700 Address Line 4: INDIANAPOLIS, INDIANA 46204-5137

- PATENT 34772 FRAME: 083:

503144382 REEL: 034772 FRAME: 0833

ATTORNEY DOCKET NUMBER:	020387-000010	
NAME OF SUBMITTER:	DANIEL J. LUEDERS	
SIGNATURE:	/Daniel J. Lueders/	
DATE SIGNED:	01/21/2015	
Total Attachments: 4		
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PATENT REEL: 034772 FRAME: 0834

ASSIGNMENT, QUIT-CLAIM, CONFIRMATORY ASSIGNMENT AND ACKNOWLEDGMENT OF RIGHTS

This ASSIGNMENT, QUIT-CLAIM, CONFIRMATORY ASSIGNMENT AND ACKNOWLEDGMENT OF RIGHTS is between and among each of the ASSIGNORS and the JOINT ASSIGNEES, defined below.

WHEREAS, one or more of the parties identified herein have had or may have had various rights or interests in or to the INVENTION, PATENTS, RELATED PATENT CASES, and/or RELATED INTELLECTUAL PROPERTY, as those terms are defined below.

WHEREAS, for the avoidance of doubt, the parties identified herein wish to confirm ownership of those rights in the JOINT ASSIGNEES.

1. DEFINITIONS

- 1.1 ASSIGNOR means the one or more parties identified in the assignor signature section at the bottom of this document.
- 1.2 JOINT ASSIGNEES means the entities:

<u>Knauf Insulation SPRL</u>, a private limited liability company of <u>Belgium</u> (Belgian company number 0467.601.069) having its registered address at <u>Rue de Maestricht 95, 4600 Visé, Belgium</u> as well as its successors and/or assigns; and

Knauf Insulation, LLC, a Delaware limited liability company having its principal office at One Knauf Drive, Shelbyville, Indiana 46176, as well as its successors and/or assigns.

- 1.3 PATENTS means the US and International PCT patent applications listed in attached Schedule A (which is a part hereof) and any and all patents or patent applications claiming priority, directly or indirectly, to or derived directly or indirectly from a patent application listed in Schedule A.
- 1.4 INVENTION means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in any of the PATENTS.
- 1.5 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
 - 1.5.1. claiming directly or indirectly priority to and/or from any of the PATENTS, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - 1.5.2. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or any of the PATENTS, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, trade secrets and know-how developed with and/or related to the INVENTION, PATENTS, and/or RELATED PATENT CASES.
- 1.7 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment or acknowledged herein as having been assigned, including without limitation the INVENTION, PATENTS, RELATED INTELLECTUAL PROPERTY and/or RELATED PATENT CASES.
- 1.8 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 EFFECTIVE DATE means December 31, 2014.

2. ASSIGNMENT OF RIGHTS

- 2.1 <u>Consideration.</u> Each ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the JOINT ASSIGNEES for this assignment.
- 2.2 <u>Acknowledgement and Conveyance.</u> Each ASSIGNOR hereby assigns, conveys, and quit-claims any and all right, title and interest that it possesses to the JOINT ASSIGNEES in and to:
 - 2.2.1 <u>Intellectual Property:</u> all rights, title, and interest in and/or to the INVENTION, PATENTS, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY;
 - 2.2.2. Right to Claim Priority: all right, title, and interest to claim priority to and/or from the PATENTS and the RELATED PATENT CASES;
 - 2.2.3 <u>Infringement and Misappropriation:</u> all past, present and future causes of action for infringement and/or misappropriation of the INVENTION, PATENTS, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE;
 - 2.2.5 <u>Remedies:</u> all past, present and future causes of action as well as remedies for infringement and/or misappropriation, including damages, royalties, fees, costs, interest and profits;

such that, as of the EFFECTIVE DATE, all of these rights, titles and interests vest in and are owned jointly by the JOINT ASSIGNEES, each of the JOINT ASSIGNEES owning an undivided one-half interest.

2.3 <u>Scope.</u> All assignments and/or other transfers of rights and/or title, both legal and equitable, acknowledged and/or made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNORS within the territory of the GEOGRAPHIC SCOPE. However, any ASSIGNOR who is also one of the JOINT ASSIGNEES hereby owns a share of the right, title, and interest as defined in Paragraph 2.2.

3. FUTURE PERFORMANCE

- 3.1 <u>Communicate Information.</u> Each ASSIGNORS hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the JOINT ASSIGNEES and/or its legal representatives.
- 3.2 <u>Sign Documents.</u> Each ASSIGNOR hereby agrees to and will sign and return any and all documents that either JOINT ASSIGNEES desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.
- 3.3 <u>Legal Proceedings.</u> Each ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of either of the JOINT ASSIGNEES and/or its legal representatives.
- 3.4 <u>Generally Protect Assignee's Rights</u> Each ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the JOINT ASSIGNEES.
- 3.5 <u>No Additional Consideration Required.</u> Each ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. ATTORNEY CLIENT PRIVILEGE

- 4.1 <u>Assignment of Attorney-Client Privilege.</u> Each ASSIGNOR hereby acknowledges assignment of and hereby assigns to the JOINT ASSIGNEES all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.
- 4.2 <u>Prevent Waiver of Attorney Client Privilege.</u> Each ASSIGNOR hereby acknowledges agreement to and hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product, and/or common interest privilege without the express written authorization from the JOINT ASSIGNEES and/or its legal representatives.

4.3 <u>Partial Waiver of Attorney-Client Privilege.</u> Each ASSIGNOR hereby acknowledges agreement to and hereby agrees that any partial waiver of the attorney-client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

5. MISCELLANEOUS

- 5.1 <u>Issue Patent to Joint Assignees.</u> Each ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENTS and/or RELATED PATENT CASES issue to the JOINT ASSIGNEES, their successors in interest, assigns, and/or legal representatives.
- 5.2 <u>Severability.</u> If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.
- 5.3 <u>Choice of Law.</u> This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. However, if in order to give reasonable effect to carry out this document's stated intent it can only be interpreted and controlled by the laws of Belgium or another jurisdiction, then such laws shall instead govern. It is further understood that all parties hereto consent to the courts of Indiana in connection with any dispute arising hereunder.
- 5.4 <u>Effective Date</u>. This assignment is hereby made effective as of the EFFECTIVE DATE.
- 5.5 <u>Assignability.</u> All rights herein and hereunder, including all right, title and interest in and to the TRANSFERRED RIGHTS are transferrable at will, in whole or in part, by the JOINT ASSIGNEES without consent of any of the other ASSIGNORS, but only if such transfer does not conflict with another agreement to which one or more of them is a party.

ASSIGNOR(S) SIGNATURE(S)			
Knauf Insulation Limited (company N° 01926842) PO Box 10, Stafford Road, St Helens, Merseyside, WA10 3NS,	CARALE.		20 JAN 2015
United Kingdom	Assignor Signature Michael Astrony Fea: Robins (Printed Barge and possibly incompany)	NIUSON A	ssignor Date
Knauf Insulation GmbH One Knauf Drive, Shelbyville, Indiana, IN 46176, USA	Assignar Signature	X MARIAGOTINS, TODA	2/ JAN 2015
40170, 00A	Mickael As Gost/ 100 Jo 6 (Printed Name and position in company)	7,000	
Knauf Insulation, LLC One Knauf Drive, Shelbyville, Indiana	JASO M	\mathcal{Y}_{\sim}	21 TAN 2015
46176, USA	Signature Alichael Actions Local Jolian (Printed Namis and position in company)	MAN MAN CONSTRUCTION D	ate
Knauf Insulation SPRL (company number 0467.601.069) Rue de Maestricht 95,	AN 12	<u> 4</u>	
4600 Vlsé, Belgium	Assignor Signature Michael As (Yorky Lo Jay Lo C (Printed Name and position in company)	hask LEVERTON 21 JOAN 2015	ssignor Date

JOINT ASSIGNEES: Each JOINT ASS

Each JOINT ASSIGN	EE hereby accepts the sale, to	ransfer, and assignment of t	the TRANSFERRED RIGHTS.	
JOINT ASSIGNEE SIGNATURE(S)				
Knauf Insulation, LLC One Knauf Drive, Shelbyville, Indiana		MXV	21 JAN 2015	
46176, USA	Signature	HAIX BUVENI, COV	Date	
	(Printed Name and position in compan	<u>16-05</u> V)		
Knauf Insulation SPRI. (Belgian company number 0467.601.069) Rue de Maestricht 95,	Wall		1	
4600 Visė, Belgium	Signature	u. d. (everne)	Date	
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
	(Printed Name and position in company	у)		

## Schedule A

Docket ID	Terrotory	Status	Application Date	Filing Number	Publication Number	Publication Date
0451/PCT	PCT	Pending	17 August 2013	PCT/EP2013/067204	WO 2014/027115	20 February 2014
0500/PCT	PCT	Pending	03 December 2013	PCT/EP2013/075376	WO 2014/086775	12 June 2014
0501/PCT	PCT	Pending	03 December 2013	PCT/EP2013/075378	WO 2014/086777	12 June 2014
0635/US	United States of America	Pending	08 February 2014	US 61/937,110		
0706/US	United States of America	Pending	10 November 2014	US 14/537,179		