## 505289430 01/22/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5336206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HUNTER DOUGLAS INC.	08/01/2018
HUNTER DOUGLAS INDUSTRIES SWITZERLAND GMBH	08/01/2018
HUNTER DOUGLAS INDUSTRIES B.V.	08/01/2018
HUNTER DOUGLAS CANADA HOLDINGS INC.	08/01/2018

### **RECEIVING PARTY DATA**

Name:	CERTAINTEED CEILINGS CORPORATION		
Street Address:	20 MOORES ROAD		
City:	MALVERN		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number				
Application Number:	14701872				

### **CORRESPONDENCE DATA**

**Fax Number:** (864)233-7342

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:** (864) 271-1592

Email:docketing@dority-manning.comCorrespondent Name:DORITY & MANNING, P.A.Address Line 1:POST OFFICE BOX 1449

Address Line 4: GREENVILLE, SOUTH CAROLINA 29602-1449

ATTORNEY DOCKET NUMBER:	CTD-112-DIV
NAME OF SUBMITTER:	JASON A. JENNINGS
SIGNATURE:	/Jason A. Jennings/
DATE SIGNED:	01/22/2019

#### **Total Attachments: 6**

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### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment"), effective as of August 1, 2018 ("Effective Date"), is made and entered into by HUNTER DOUGLAS, INC., a Delaware corporation, HUNTER DOUGLAS INDUSTRIES SWITZERLAND GmbH, a Swiss company, HUNTER DOUGLAS INDUSTRIES B.V., a Netherlands company, and HUNTER DOUGLAS CANADA HOLDINGS INC., a Canadian corporation (collectively, Hunter Douglas, Inc., Hunter Douglas Industries Switzerland GmbH, Hunter Douglas Industries B.V. and Hunter Douglas Canada Holding Inc. are referred to as "Assignor"), and CERTAINTEED CEILINGS CORPORATION, a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

## **RECITALS**

WHEREAS, the Parties have entered into the Asset Purchase Agreement (the "Purchase Agreement"), dated as of July 2, 2018;

WHEREAS, Assignor owns all right, title and interest in, to and under the Business Intellectual Property listed in the attached Schedule A (the "Intellectual Property Rights"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Intellectual Property Rights, and Assignor desires to assign its rights in the Intellectual Property Rights to Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- 1. Capitalized Terms. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.
- 2. Assignment. Assignor hereby grants, sells, assigns, transfers, delivers and conveys to Assignee, its successors, legal representatives and assigns, (i) the entire right, title, and interest in and to the Intellectual Property Rights, together with any and all goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, misappropriations, dilutions or other violations of the Intellectual Property Rights, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments hereafter due or payable with respect to the Intellectual Property Rights, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (together, the "Assigned Rights").

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- 3. Further Actions. Upon request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver such additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee.
- 4. Authorization. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
- 5. Binding Effect. This Assignment and all of the provisions hereof will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.
- 6. Controlling Law. This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
- 7. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or email transmission will be as effective as delivery of a manually executed counterpart of this Assignment.

\* \* \* \*

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

HUNTER DOUGLAS, INC.

By:\_\_\_\_\_\_Name: Richard Gottuso

Title: Vice President and General Counsel

HUNTER DOUGLAS INDUSTRIES SWITZERLAND GmbH

By: Richard Gottuso, its attorne Jin fact

Name: Richard Gottuso

HUNTER DOUGLAS INDUSTRIES B.V.

By: Richard Gottuso its attorney-in-fact

By: Name: Richard Gottuso

HUNTER DOUGLAS CANADA HOLDINGS INC.

By: Name: Richard Gottuso

Title: Vice President and General Counsel

ASSIGNEE:

CERTAINTEED CEILINGS CORPORATION

Name: Carmen Bodden

Title: President

# SCHEDULE A

# Patents:

Family Number	Country	Application No	Application Date	Patent No.	Grant Date	Status	Family Title
HL-165	United States	10/309939	23 Apr 2001	7377084	27 May 2008	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	10/867804	15 Jun 2004	7146779	12 Dec 2006	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	11/475781	23 Apr 2001	7194846	27 Mar 2007	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	11/475780	23 Apr 2001	7207151	24 Apr 2007	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-165	United States	11/475419	23 Apr 2001	7398624	15 Jul 2008	LG	Techstyle® (Sigma) compressible structural panel (Broomfield)
HL-172	United States	13/082159	07 Apr 2011	8572920	05 Nov 2013	LG	Self-Centering Ceiling Panel (Broomfield) ("Gladius")
HL-173	United States	13/595043	27 Aug 2012	9038344	26 May 2015	LG	METAL SUSPENSION CEILING WITH PARALLEL VANES FOR BUILDING STRUCTURES (High Profile Series Baffle)
HL-173	United States	14/701872	27 Aug 2012			LP	METAL SUSPENSION CEILING WITH PARALLEL VANES FOR BUILDING STRUCTURES (High Profile Series Baffle)

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