

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5867659

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ILLINOIS TOOL WORKS INC.	12/06/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JOHNS MANVILLE
<b>Street Address:</b>	717 SEVENTEENTH STREET
<b>City:</b>	DENVER
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10208885
<b>Patent Number:</b>	9046210
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Phone:</b>	215-864-8676
<b>Email:</b>	lastes@ballardspahr.com
<b>Correspondent Name:</b>	STEPHANIE LASTE
<b>Address Line 1:</b>	1735 MARKET STREET
<b>Address Line 2:</b>	51ST FLOOR
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	00322161
<b>NAME OF SUBMITTER:</b>	STEPHANIE LASTE
<b>SIGNATURE:</b>	/STEPHANIE LASTE/
<b>DATE SIGNED:</b>	12/13/2019
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “Assignment”) is made as of December 6, 2019, by and between ILLINOIS TOOL WORKS INC., a Delaware corporation (“Assignor”), and JOHNS MANVILLE, a Delaware corporation (“Assignee”).

### RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement, dated as of November 19, 2019, by and between Assignor and Assignee (the “Purchase Agreement”), pursuant to which Assignor has agreed to transfer, assign, convey and deliver (and cause to be transferred, assigned, conveyed and delivered) certain assets to Assignee, and Assignee has agreed to assume certain liabilities of Assignor;

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the Purchase Agreement;

WHEREAS, Assignor is the owner of the patents and patent applications set forth on Schedule A hereto (collectively, the “Assigned Patents”); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor the assignment of, all right, title and interest of Assignor in and to the Assigned Patents pursuant to and in accordance with the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Subject to the terms of the Purchase Agreement, Assignor hereby transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in and to the Assigned Patents and in and to all renewals, divisionals, continuations, continuations-in-part, re-issues, re-examinations and other patents and applications claiming priority therefrom or issuing therein all of the above to be held by Assignee, its successors or assigns, for its own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment and sale to Assignee not been made, including any and all associated (i) rights, claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any action at law or in equity and (ii) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. Further Assurances. Assignor hereby covenants and agrees to execute such further and confirmatory assignments in recordable form as Assignee may reasonably request to the extent necessary to vest record title of the Assigned Patents in Assignee. In the event Assignor does not respond to such a request, Assignor hereby irrevocably appoints Assignee, and any of its officers as Assignor’s attorney-in-fact to execute any written instruments and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in

Assignee the Assigned Patents, all at the sole cost and expense of Assignee, and to acknowledge, deliver and record such in the United States Patent and Trademark Office or any foreign equivalent. Assignor further authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, to record Assignee as the owner of the Assigned Patents, as assignee of the entire right, title and interest in, to and under the same, for the sole enjoyment of Assignee and its successors and assigns.

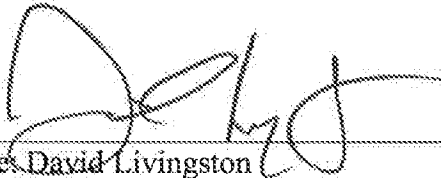
3. Purchase Agreement Controlling. This Assignment is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, except as and to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of each party contained in the Purchase Agreement.

4. Miscellaneous. This Assignment is binding upon, and inures to the benefit of and is enforceable by, each of the parties and their respective successors and permitted assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent applicable, Article XI (General Provisions) of the Purchase Agreement shall apply to and govern this Assignment, *mutatis mutandis*.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ILLINOIS TOOL WORKS INC.

By   
Name: David Livingston  
Title: Vice President Business Development /  
Treasury

JOHNS MANVILLE

By: \_\_\_\_\_

Name:

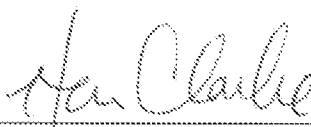
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ILLINOIS TOOL WORKS INC.

By \_\_\_\_\_  
Name:  
Title:

JOHNS MANVILLE

By:  \_\_\_\_\_  
Name: Greg Clarke  
Title: Senior Vice President and Chief Financial Officer

[Patent Assignment]

**PATENT**  
**REEL: 051280 FRAME: 0368**

**SCHEDULE A****ASSIGNED PATENTS**

<b>Invention Title</b>	<b>Country</b>	<b>App. No. / Reg. No.</b>	<b>Status/Status Date</b>	<b>Owner Information</b>
<b>CORROSION RESISTANT JACKET</b>	United States of America	10208885	Granted  Issue Date: February 19, 2019  Expiration Date: March 14, 2032	Illinois Tool Works Inc.
<b>EASY-FORMING METALLIC INSULATION ELWBOW JACKETS</b>	United States of America	9046210	Granted  Issue Date: June 2, 2015  Expiration Date: May 21, 2033	Illinois Tool Works Inc.
<b>IMPROVED METHODS AND SYSTEMS FOR JACKET JOINTS</b>	United States of America		Pending  Filing Date: December 18, 2013	Illinois Tool Works Inc.
<b>IMPROVED METHODS AND SYSTEMS FOR JACKET JOINTS</b>	Canada	2928570	Granted  Issue Date: June 26, 2018  Expiration Date: September 17, 2034	Illinois Tool Works Inc.