

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6030323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/01/2019

CONVEYING PARTY DATA

Name	Execution Date
NORTON INDUSTRIES, INC.	04/01/2019

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8549810

CORRESPONDENCE DATA

Fax Number: (312)913-0002

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: 3129130001

Email: rydin@mbhb.com

Correspondent Name: MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP

Address Line 1: 300 SOUTH WACKER DRIVE

Address Line 2: SUITE #3100

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20-CE-0077US01
NAME OF SUBMITTER:	JAMES V. SUGGS
SIGNATURE:	/James V. Suggs/
DATE SIGNED:	03/25/2020

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), effective as of April 1, 2019 (“Effective Date”), is made and entered into by NORTON INDUSTRIES, INC., An Ohio corporation, (“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 April 1, 2019;

WHEREAS, Assignor owns all right, title and interest in, to and under the Intellectual Property used in connection with the Business as defined in the Purchase Agreement and 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”).

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).

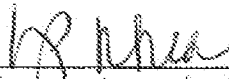
7. *Counterparts.* This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail transmission will be as effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

NORTON INDUSTRIES, INC.

By: 
Name: MARY PATRICIA SHEA
Title: PRESIDENT

ASSIGNOR:

CERTAINTED CEILINGS CORPORATION

By: _____
Name: Carmen A. Bodden
Title: President

Signature Page to Intellectual Property Assignment Agreement

PATENT
REEL: 052220 FRAME: 0990

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

ASSIGNOR:

NORTON INDUSTRIES, INC.

By: _____

Name:

Title:

ASSIGNOR:

CERTAINTED CEILINGS CORPORATION

By: Carmen Bodden

Name: Carmen A. Bodden

Title: President

Signature Page to Intellectual Property Assignment Agreement

SCHEDULE A

Trademark Registrations:

PRETENSE - State of Ohio Trademark Certificate No. 1976815

LOOKING FORWARD TO LOOKING UP – State of Ohio Trademark Certificate No. 1154324

Common Law Trademarks and Trade Names:

LOOKING FORWARD TO LOOKING UP

“Looking Forward to Looking Up!” TM

PRETENSE

NORTON INDUSTRIES

Patents:

US Pat. No. 8,549,810 entitled “Clip for Use in Drop Ceiling”

Domain Names:

nortonceilings.com

nortonwoodceilings.com

Trade Secrets and Know-How:

All trade secrets and know-how used in conjunction with the operation of the Business.

Copyrights:

All unregistered copyrights used in conjunction with the operation of the Business.