

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6393233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OWENS CORNING INFRASTRUCTURE SOLUTIONS, LLC	07/05/2017
RECEIVING PARTY DATA	
Name:	THIN-WALL, LLC
Street Address:	2310 SOUTH 105TH AVE
City:	OMAHA
State/Country:	NEBRASKA
Postal Code:	68124
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8312683
Patent Number:	8806811
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<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>	
Email:	ipdocket@calfee.com
Correspondent Name:	BILLY C. RAULERSON
Address Line 1:	CALFEE, HALTER & GRISWOLD LLP
Address Line 2:	THE CALFEE BUILDING, 1405 EAST SIXTH STREET
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	34485.09135 & 34485.09136
NAME OF SUBMITTER:	JENNY SHAW
SIGNATURE:	/Jenny Shaw/
DATE SIGNED:	11/10/2020
Total Attachments: 17	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Agreement”) is entered into as of July 5, 2017 (the “Effective Date”), by and between Owens Corning Infrastructure Solutions, LLC, a Delaware limited liability company, having an address of One Owens Corning Parkway, Toledo, Ohio 43659 (“Assignor”) and Thin-Wall, LLC (formerly known as Composite Insulated Concrete Systems, LLC), a Nebraska limited liability company with an address of 2310 South 105th Ave, Omaha, NE 68124 (“Assignee”).

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined herein) related to a composite insulated concrete panel system consisting of the following: a panel system with two (2) exterior layers (or “wythes”) of concrete and at least one (1) interior layer of insulation in which the two concrete wythes act in a structural composite manner with each other through the insulation layer, with the composite action aided by the use of a fiberglass rebar used for the construction of walls, floors, and other structural engineering applications (the “Composite Concrete System”);

WHEREAS, on the date hereof, the Hughes Brothers, Inc., a Nebraska corporation (“Hughes”) has entered into that certain Asset Purchase Agreement (the “Purchase Agreement”) with Assignor, pursuant to which Assignor is to acquire Hughes’ membership interest in Assignee;

WHEREAS, on the date hereof, the Operating Agreement of Assignee (the “Operating Agreement”) is being amended and restated; and

WHEREAS, in order to facilitate the transactions contemplated by the Purchase Agreement and the amendment and restatement of the Operating Agreement, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to such Intellectual Property and Assignee accepts the assignment of such Intellectual Property from Assignor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the amendment and restatement of the of the Operating Agreement and the mutual promises, covenants and agreements of the parties herein contained, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound thereby, the parties hereto agree as follows:

1. Assignment of Intellectual Property: Assignor does hereby sell, convey, assign, and transfer to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor’s right, title and interest in and to all intellectual property, including inventions, improvements, discoveries, works of authorship, know-how, trade secrets, proprietary data, specifications, documentation, technical information, and other developments, that have been used solely in the Composite Concrete System, any accessories and tools related thereto, and the methods and processes related to the manufacture, installation and use thereof, including without limitation those inventions disclosed and/or claimed in U.S. Provisional Patent Application Serial No. 61/242,441, U.S. Patent No. 8,312,683, U.S. Patent No. 8,806,811, and U.S. Provisional Patent Application Serial No. 62/404,565 (the “Patents”) and any and all other patent

applications for said inventions or any other inventions related to Composite Concrete Systems made, conceived, developed or improved by Assignor, in the United States and in all countries foreign to the United States, including, but not limited to, all provisional, non-provisional, continuation, divisional, renewal, substitute, PCT, and Convention applications, based in whole or in part upon said inventions or upon said applications, any and all patents and reissues, reexaminations, and extensions of patents granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said patents; the domain names thin-wall.com, thnwall.com, and thn-wall.com (the "Domain Names"); and all rights in the NU-TIE trademark acquired by Assignor from Hughes pursuant to the Purchase Agreement (the "NU-TIE Trademark") (collectively, the "Intellectual Property"), whether conceived, made, developed or otherwise created by Assignor, solely or jointly with others, and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. No license or other right in the Intellectual Property or any derivative work based on the Intellectual Property, is reserved by Assignor and Assignor irrevocably waives all rights in and to the Intellectual Property. Assignee is hereby authorized to file patent applications or other forms of intellectual property protection in any or all countries in connection with any or all of said Intellectual Property in the name of Assignor or in the name of Assignee or otherwise as Assignee may deem advisable. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). For the avoidance of doubt, the Intellectual Property does not include any intellectual property that was owned, licensed or held by Assignor or any of its affiliates prior to the consummation of the Purchase Agreement.

2. Representations: Assignor represents and warrants that it is one of three current owners of each of the Patents, having acquired all right, title and interest previously held by Doug Gremel in each of the Patents.

3. Further Assurances. Assignor will execute such documents (including any petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in any form and substance which may be requested by Assignee or its successors or assigns) and provide such other cooperation as Assignee (or its successors or assigns) may require to evidence, perfect, or protect any of Assignee' ownership rights pursuant to this agreement, including executing and delivering to Assignee that certain Patent Assignment attached hereto as Exhibit A for recordation with the U.S. Patent and Trademark Office and the Domain Name Assignment attached hereto as Exhibit B, and furnishing Assignee or its successors or assigns with all facts relating to the Intellectual Property and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of

conception, disclosure, and reduction to practice of the Intellectual Property) without the necessity of any additional consideration. Assignor agrees to do all acts reasonably necessary to ensure that the Intellectual Property shall be held and enjoyed by Assignee or its successors or assigns as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made.

4. Entire Agreement; Amendments. This Agreement supersedes all previous agreements, if any, among the parties and is the entire agreement between Assignee and Assignor concerning the Intellectual Property. No waiver, amendment or modification hereof shall be valid unless in writing and signed by all parties.

5. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

6. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

7. Successors and Assigns. Assignee may freely assign this Agreement and this Agreement shall inure to the benefit of Assignee and its successors and assigns.

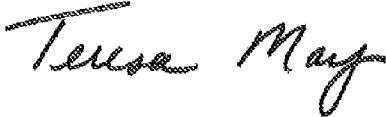
8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

**OWENS CORNING INFRASTRUCTURE
SOLUTIONS, LLC**



By:
Name: Teresa May
Title: Authorized Representative

ASSIGNEE:

THIN-WALL, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment as of the date first written above.

ASSIGNOR:

OWENS CORNING INFRASTRUCTURE SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

THIN-WALL, LLC

By: Maier K Tadros
Name: Maier K Tadros
Title: Manager

EXHIBIT A

PATENT ASSIGNMENT

This Patent Assignment Agreement (the "Patent Assignment") dated as of July 5, 2017, is made by and between Owens Corning Infrastructure Solutions, LLC, a Delaware limited liability company, having an address of One Owens Corning Parkway, Toledo, Ohio 43659 ("Assignor") and Thin-Wall, LLC (formerly known as Composite Insulated Concrete Systems, LLC, a Nebraska limited liability company with an address of 2310 South 105th Ave, Omaha, NE 68124 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of even date herewith (the "Intellectual Property Assignment") providing for the execution and delivery of this Patent Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Intellectual Property Assignment); and

WHEREAS, under the terms of the Intellectual Property Assignment, Assignor has conveyed, transferred and assigned to Assignor all of Assignor's right, title and interest, in and to certain Intellectual Property, and Assignor has agreed to execute and deliver this Patent Assignment, for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule I attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

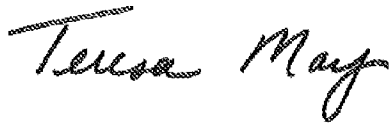
5. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment as of the date first written above.

ASSIGNOR:

**OWENS CORNING INFRASTRUCTURE
SOLUTIONS, LLC**



By:
Name: Teresa May
Title: Authorized Representative

ASSIGNEE:

THIN-WALL, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment as of the date first written above.

ASSIGNOR:

**OWENS CORNING INFRASTRUCTURE
SOLUTIONS, LLC**

By: _____
Name: _____
Title: _____

ASSIGNEE:

THIN-WALL, LLC

By: Maheer K. Tadros
Name: Maheer K. Tadros
Title: Manager

SCHEDULE I

Title	Patent No.	Country	App. No.	Filing Date	Issue Date	Status
Method For Constructing Precast Sandwich Panels	N/A	U.S.	61/242,441	2009-09-15	N/A	Expired Provisional Patent Application
Method For Constructing Precast Sandwich Panels	8,312,683	U.S.	12/882,305	2010-09-15	2012-11-20	Issued
Thermally Non-Conductive Lifting Insert For Insulated Concrete Sandwich Panels	8,806,811	U.S.	14/012,575	2013-08-28	2014-08-19	Issued
Zero-Energy Reusable Lifting Device (Zelift) For Precast Concrete Panels	N/A	U.S.	62/404,565	2016-10-5	N/A	Pending Provisional Application

EXHIBIT B

DOMAIN NAME ASSIGNMENT

This Domain Name Assignment Agreement (this “Domain Name Assignment”) is made and delivered effective as of July 5, 2017 (the “Effective Date”), by and between Owens Corning Infrastructure Solutions, LLC, a Delaware limited liability company, having an address of One Owens Corning Parkway, Toledo, Ohio 43659 (“Assignor”) and Thin-Wall, LLC (formerly known as Composite Insulated Concrete Systems, LLC, a Nebraska limited liability company with an address of 2310 South 105th Ave, Omaha, NE 68124 (“Assignee”).

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”) (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor’s right, title and interest in and to the Intellectual Property Assets, all of Assignor’s Intellectual Property Rights, and Assignor has agreed to execute and deliver this Domain Name Assignment; and

WHEREAS, Assignor is the owner of certain internet domain names constituting Intellectual Property Rights (collectively, the “Domain Names”), including the Domain Names identified on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises, representations, warranties and agreements herein set forth, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Domain Names, and the goodwill of the business connected with the use thereof and symbolized thereby; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as same would have been held and enjoyed by Assignor if this Domain Name Assignment had not been made.
2. Recordation and Further Assurances. Upon a request from Assignee, Assignee’s or Assignor’s registrar or Assignee’s agent or representative, Assignor shall declare Assignor’s consent and confirmation to the transfer to Assignee of the Domain Names to the relevant domain name registrar. Following the date hereof, without further consideration, Assignor will execute and deliver or cause to be executed and delivered such documents to Assignee and take such other action as Assignee may reasonably request in order to more effectively effect, evidence or perfect the transaction contemplated herein.
3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Domain Names. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full

force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern

4. All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Domain Names and the other rights assigned herein are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law. This Domain Name Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect of intellectual property issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

6. Successors and Assigns This Domain Name Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Domain Name Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

7. Counterparts. This Domain Name Assignment may be executed in counterparts, and delivered by electronic mail with scan or attachment signature, all of which when so executed and delivered shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all, of the parties. An electronic or other copy of a signature shall be deemed an original for purposes of this Domain Name Assignment.

[Signature Page Follows]

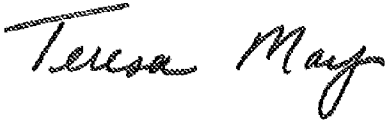
IN WITNESS WHEREOF, the parties have duly executed and delivered this Domain Name Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

**OWENS CORNING INFRASTRUCTURE
SOLUTIONS, LLC**

THIN-WALL, LLC



By:
Name: Teresa May
Title: Authorized Representative

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Domain Name Assignment as of the date first written above.

ASSIGNOR:

**OWENS CORNING INFRASTRUCTURE
SOLUTIONS, LLC**

By: _____
Name: _____
Title: _____

ASSIGNEE:

THIN-WALL, LLC

By: Maheer K Tadros
Name: Maheer K Tadros
Title: Manager

SCHEDULE I

- **CICS Related Domain Names:**

1. thin-wall.com
2. thnwall.com
3. thn-wall.com