2629710

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Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPS Elastomerics Corp.		07/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Dow Chemical Company		
Street Address:	2030 Dow Center		
Internal Address:	Trademark & Copyright Practice Group		
City:	Midland		
State/Country:	MICHIGAN		
Postal Code:	48674		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2629710	STEVENS GEOMEMBRANES
Registration Number:	2535341	STEVENS ROOFING SYSTEMS
Registration Number:	2389414	STEVENS
Registration Number:	1565949	HI-TUFF
Registration Number:	1554398	HI-TUFF
Registration Number:	1564061	HI-TUFF
Registration Number:	3297804	STEVENS EV
Registration Number:	2382614	S
Serial Number:	78897823	GARDENTOP

CORRESPONDENCE DATA

Fax Number: (317)337-4847

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 317-337-4584

TRADEMARK REEL: 003839 FRAME: 0231

900114323

Email: kabroshous@dow.com Correspondent Name: C. Joe Miller, The Dow Chemical Company Address Line 1: 9330 Zionsville Road Trademark & Copyright Practice Group Address Line 2: Address Line 4: Indianapolis, INDIANA 46268 ATTORNEY DOCKET NUMBER: JPS ASSIGNMENTS NAME OF SUBMITTER: C. Joe Miller Signature: /c. joe miller/ 08/21/2008 Date: **Total Attachments: 5** source=all#page1.tif source=all#page2.tif

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> TRADEMARK REEL: 003839 FRAME: 0232

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is made this 1st day of July 2008 between JPS Elastomerics Corp., a Delaware corporation (the "<u>Assignor</u>") and The Dow Chemical Company, a Delaware corporation (the "<u>Assignee</u>").

WHEREAS, Assignor is the owner of all right, title, and interest in and to all U.S. trademarks and trademark applications listed on the attached <u>Exhibit A</u> and incorporated by reference into this Agreement (the "<u>Trademarks</u>");

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated as of June 10, 2008 (the "Agreement") between Assignor, Assignee and Dow Roofing Systems LLC ("Buyer"), pursuant to which Assignor has agreed to sell and Buyer has agreed to purchase certain Proprietary Rights (as defined in Section 1.1 of the Agreement); and

WHEREAS, in connection with the transactions being consummated on the date hereof pursuant to the Agreement, Assignor desires to assign, in fulfillment of Assignor's obligations under the Agreement with respect to the Trademarks, all right, title and interest in, to and under the Trademarks to Assignee, and Assignee desires to acquire, in consideration of Assignee's obligations under the Agreement, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in, to and under the Trademarks and registrations thereof, including any rights under common law, and which include the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business with respect to which the Trademarks or any such other marks or names have been used and/or registered and all claims, proceeds and causes of action relating to past, present or future infringement of said Trademarks or said other marks or names.

Assigner hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee and owner of any and all of Assigner's right in the Trademarks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

Assignor agrees to execute and deliver at a future date, for no additional consideration any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks anywhere in the world.

Assignor will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

5213013

This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.

5213013 2

TRADEMARK REEL: 003839 FRAME: 0234 IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the date and year first written above.

JPS ELASTOMERICS CORP.

STATE OF GOUTH CAROLINA)

COUNTY OF GYEENVILLE)

Before me, the undersigned, a notary public, on this day personally appeared to the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of JPS Elastomerics Corp., a Delaware corporation, and that he signed as the act of such corporation, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 1st day of July 20.

Notary Public Signature My Commission Explana My Commission Expires: August 28, 2010

[Signature Page to Trademark Assignment Agreement]

5213013

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the date and year first written above.

THE DOW CHEMICAL COMPANY

By:

Name: Neil Thatcher Title: Director - M&A

STATE OF MICHIGAN) SS COUNTY OF MIDLAND)

Before me, the undersigned, a notary public, on this day personally appeared NEIL THATCHER., known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of The Dow Chemical Company, a Delaware corporation, and that he signed as the act of such corporation, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 1st day of JULY, 2011.

lotary Public Signature

My Commission Expires: 03/14/13

KIMBERLY S. BIRCH
MOTARY PUBLIC, STATE OF MI
COUNTY OF BAY
MY COMMISSION EXPIRES Mar 16, 2013
ACTING IN COUNTY OF MIDLAND

EXHIBIT A

Trademark	Serial No./ Registration No.	Filing Date	Status	Owner
Stevens Geomembranes	2,629,710	9/2/1999	Registered	JPS Elastomerics Corp.
Stevens Roofing Systems	2,535,341	7/27/1999	Registered	JPS Elastomerics Corp.
Stevens	2,389,414	3/22/1999	Registered	JPS Elastomerics Corp.
Hi-Tuff	1,565,949; 1,554,398; 1,564,061	11/25/1988 11/21/1988 11/21/1988	Registered	JPS Elastomerics Corp.
Stevens EV	3,297,804	6/1/2006	Registered	JPS Elastomerics Corp.
S	2,382,614	3/22/1999	Registered	JPS Elastomerics Corp.
Gardentop	78/897,823	6/1/2006	Application Pending	JPS Elastomerics Corp.
Stevens EP	N/A	N/A	Unregistered	,
Stevens Roofing	N/A	N/A	Unregistered	
Stevens Hypalon	N/A	N/A	Unregistered	
Stevens EP Profile Plus System	N/A	N/A	Unregistered	
Stevens Vented Roof System	N/A	N/A	Unregistered	TO TO COMMITTEE OF THE PARTY OF
Stevens System 200 Fascia	N/A	N/A	Unregistered	***************************************

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RECORDED: 08/21/2008

TRADEMARK REEL: 003839 FRAME: 0237