

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOMENTIVE PERFORMANCE MATERIALS INC.		11/02/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	HENKEL IP & HOLDING GMBH
Street Address:	HENKELSTRABE 67
City:	DUSSELDORF
State/Country:	GERMANY
Postal Code:	40589
Entity Type:	Company: GERMANY

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4781845	CAULK IT LIKE YOU MEAN IT
Registration Number:	4919221	IRON GRIP
Registration Number:	1320264	LAST-O-COAT
Registration Number:	2023532	
Registration Number:	5584825	LIGHTHOUSE PRODUCTS
Registration Number:	4369671	MAX
Registration Number:	4008557	MD
Registration Number:	2312957	M-D
Registration Number:	2134455	OMBRELLA
Registration Number:	5082754	POINT & SEAL
Registration Number:	3184892	SILICONE 1
Registration Number:	2966422	SILICONE II
Registration Number:	4484788	SPEEDPAINT
Registration Number:	3401887	VIP
Serial Number:	88960172	KOVER KRACK
Serial Number:	88960204	NCS45
Serial Number:	88960227	WHITE MAGIC
Serial Number:	88955744	LIFE ON THE FLIP SIDE

OP \$465.00 4781845

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 7145401235**Email:** IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM**Correspondent Name:** LATHAM & WATKINS LLP**Address Line 1:** 650 TOWN CENTER DRIVE, 20TH FLOOR**Address Line 4:** COSTA MESA, CALIFORNIA 92626**DOMESTIC REPRESENTATIVE****Name:** LATHAM & WATKINS LLP**Address Line 1:** 650 TOWN CENTER DRIVE, 20TH FLOOR**Address Line 4:** COSTA MESA, CALIFORNIA 92626**NAME OF SUBMITTER:** KRISTIN J AZCONA**SIGNATURE:** /KJA/**DATE SIGNED:** 11/16/2020**Total Attachments: 9**

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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “Agreement”) is entered into as of November 2, 2020 (the “Effective Date”), by and between Momentive Performance Materials Inc., a corporation organized under the laws of the state of Delaware, having its principal place of business at 260 Hudson River Road, Waterford, NY 12188 (“Assignor”), and Henkel IP & Holding GmbH, a company duly organized and existing under the laws of Germany, having its principal place of business at Henkelstraße 67, 40589 Düsseldorf, Germany (“Assignee”).

RECITALS

WHEREAS, Assignor is the owner of certain intellectual property rights consisting of domain names and social media handles, patents, and trademarks set out in Exhibits A, B, and C, respectively, of this Agreement; and

WHEREAS, Assignor, Assignee and certain other Persons are parties to that certain Asset Purchase Agreement, dated as of August 1, 2020 (as amended, the “Purchase Agreement”), and in connection therewith, Assignor has agreed to transfer and assign to Assignee all of Assignor’s right, title and interest in and to such intellectual property rights.

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

1. Definitions. In addition to any terms defined throughout this Agreement, when used in this Agreement, the following capitalized terms shall have the meanings indicated below:

1.1 “**Domain Names**” means the domain names and social media handles set out in Exhibit A of this Agreement.

1.2 “**Patents**” means the patents set out in Exhibit B of this Agreement, and all continuations, continuations-in-part, additions, divisions, renewals, extensions, or examinations and reissues thereof, but excluding any and all foreign counterparts of any of the foregoing outside of the Territory.

1.3 “**Territory**” means Mexico, Canada, the United States and its territories and possessions, Central America, and the Caribbean.

1.4 “**Trademarks**” means the trademarks and service marks set out in Exhibit C of this Agreement, and all reissues, extensions and renewals thereof, and registrations and applications for registration thereof, and all rights (including common law rights) and goodwill associated therewith, but excluding any and all foreign counterparts of any of the foregoing outside of the Territory.

2. Assignment. In accordance with the Purchase Agreement, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Domain Names, the Patents, and the Trademarks, together with all rights to causes of action and remedies related to the foregoing (including the right to sue for past, present or future infringement, misappropriation or violation

of rights related to the foregoing) (all of the foregoing are collectively referred to herein as the “Intellectual Property”).

3. Further Assurances. Upon Assignee’s request, Assignor will promptly take such actions as may be reasonably necessary to perfect the rights and interests of Assignee in and to the Intellectual Property, including the execution, delivery and filing of confirmatory assignments with and for applicable registrars (including the United States Patent and Trademark Office and its counterpart in other countries as applicable to the Patents and Trademarks).

4. Warranty. This assignment is subject only to those warranties related to the Intellectual Property that are expressly set forth in the Purchase Agreement. Any and all other warranties, including any implied warranties related to merchantability, fitness for a particular purpose or non-infringement, are hereby disclaimed and shall have no application to this Agreement and the assignments effected hereunder.

5. Miscellaneous.

5.1 Notices. All notices and other communications required or permitted hereunder shall be effective upon receipt and shall be in writing and may be delivered in person, by telecopy, electronic mail or overnight delivery service, in which event it may be mailed by first-class, certified or registered, postage prepaid, addressed to the party’s principal address.

5.2 Entire Agreement. This Agreement (including all Exhibits attached hereto), together with the Purchase Agreement (including all Exhibits and Annexes thereto), the Disclosure Letter and the Ancillary Agreements, embodies the entire agreement among the parties in relation to its subject matter, and supersedes in their entirety all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written among the parties. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement will control.

5.3 Severability. Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant and/or provision hereof. In the event that any provision of this Agreement shall finally be determined to be unlawful, all such provisions shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect, and in substitution for any such provision held unlawful, there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the extent permissible under law.

5.4 Waivers and Amendments. This Agreement may be amended or modified in whole or in part only by a writing which makes reference to this Agreement executed by the parties. The obligations of any party hereunder may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party claimed to have given the waiver; provided, however, that any waiver by any party of any violation of, breach of, or default under any provision of this Agreement or any other agreement provided for herein shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other violation of, breach of or default under any other provision of this Agreement or any other agreement provided for herein.


5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.6 Miscellaneous. The provisions of Sections 12.11, 12.15 and 12.16 of the Purchase Agreement shall apply hereto *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

Momentive Performance Materials Inc.

By: 

Name: Sam Conzone

Title: CEO

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 007107 FRAME: 0492

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

Henkel IP & Holding GmbH

By: 

Name: MICHAEL TAD

Title: Managing Director

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

Henkel IP & Holding GmbH

By: _____

Name: _____

Title: _____

By:  _____

Name: Philippe GUEGAN

Title: Head of Marketing ACE G&E

[Signature Page to IP Assignment Agreement]

EXHIBIT A

Domain Names

Domain Name	Expiration Date
caulkandsave.com	6/20/2021
caulksingles.com	1/22/2026
caulktalking.com	8/13/2021
caulkyourhome.com	3/4/2026
gecaulk.com	1/22/2026
gecaulksingles.com	2/26/2026
gecaulksingles.net	2/26/2026
gecaulksingles.org	2/26/2026
gecaulktalk.com	7/22/2026
gegroov.com	3/11/2026
geirongrip.com	1/9/2026
getyourgroovon.com	3/11/2026
groovcaulk.com	3/11/2026
letscaulktalk.com	8/13/2021
letstalkcaulk.com	8/13/2021
mdcaulk.com	9/18/2023
originalcaulktalk.com	8/13/2021
siliconecaulktalk.com	8/13/2021
stoptheshivers.com	8/13/2021
talkcaulk.com	8/13/2021
truecaulktalk.com	8/13/2021
viplighthouse.com	8/17/2023
gesealants.com	6/20/2021
repairandprepare.com	3/16/2021
gefillinthegaps.com	2/19/2021
finishstrongsealants.com	3/7/2021
gesealants.ca	6/15/2025
geirongripadhesive.com	9/1/2026
geadhesive.com	9/1/2026
gepointandseal.com	9/1/2026
irongripadhesive.com	3/11/2026
Weknowsealants.com	9/20/2021

Social Media Handles

Social Media	Account
Facebook	GE Sealants & Adhesives @GSEalantsandAdhesives
Instagram (ads only)	GE Sealants & Adhesives @GSEalantsandAdhesives
Youtube	GE Sealants & Adhesives

EXHIBIT B

Patents

Patent No.	Docket Number	Country	Application Status	Application No.	Filing Date	Issue Date	Application Title
8544687	05071889	US	Granted	12/200376	28-Aug-2008	01-Oct-2013	DISPLAY CARD WITH VISCOUS MATERIAL DISPENSER
D606882	05071889	US	Granted	29/325455	01-Oct-2008	29-Dec-2009	PACKET FOR VISCOUS MATERIAL
7562795	126249	US	Granted	11/765090	19-Jun-2007	21-Jul-2009	VISCOUS POLYORGANOSILOXANE FLUID DISPENSER AND METHOD
7255249	126249	US	Granted	11/465823	21-Aug-2006	14-Aug-2007	POLYORGANOSILOXANE FLUID DISPENSER AND METHOD
6880735	126249	US	Granted	10/207786	31-Jul-2002	19-Apr-2005	VISCOUS FLUID DISPENSER, INTEGRAL STORED NOZZLE PACKAGE AND METHOD
2456254	126249	CA	Granted	2456254	28-Jan-2004	16-Dec-2008	VISCOUS FLUID DISPENSER, INTEGRAL STORED NOZZLE PACKAGE AND METHOD
7156268	126249	US	Granted	11/042105	26-Jan-2005	02-Jan-2007	VISCOUS FLUID DISPENSER WITH SMOOTHING BLADE NOTCH
8752730	222050	US	Granted	11/613661	20-Dec-2006	17-Jun-2014	VISCOUS MATERIAL DISPENSER, KIT AND METHOD
8640920	222051	US	Granted	12/577653	12-Oct-2009	04-Feb-2014	METHOD OF FORMING A POUCH
334613	222051	MX	Granted	MX/A/2011/001568	10-Feb-2011	06-Nov-2015	METHOD OF FORMING A POUCH
9617024	222051	US	Granted	14/642334	09-Mar-2015	11-Apr-2017	METHOD OF FORMING A POUCH
10633132	222051	US	Granted	15/443197	27-Feb-2017	28-Apr-2020	METHOD OF FORMING A POUCH
8578685	05071986	US	Granted	12/361887	29-Jan-2009	12-Nov-2013	APPARATUS FOR FORMING AND FILLING A FLEXIBLE PACKAGE
8875478	05072005	US	Granted	12/701531	06-Feb-2010	04-Nov-2014	METHOD AND APPARATUS FOR FORMING AND FILLING A FLEXIBLE PACKAGE
8418883	212050	US	Granted	12/236555	24-Sep-2008	16-Apr-2013	PACKET FOR VISCOUS MATERIAL AND KIT

EXHIBIT C

Trademarks

Trademark Name	Docket Number	Country	Application Status	Application No.	Filing Date	Registration Date	Registration No.
CAULK LIKE YOU MEAN IT	MPM-1447	US	Registered	86474023	08-Dec-2014	28-Jul-2015	4781845
IRON GRIP	MPM-1442	US	Registered	86469011	02-Dec-2014	15-Mar-2016	4919221
LAST-O-COAT	MPM-0155	CA	Registered	526049	30-Jul-1984	03-May-1985	TMA302401
LAST-O-COAT	MPM-1203	US	Registered	73471617	22-Mar-1984	19-Feb-1985	1320264
LIGHTHOUSE LOGO	MPM-1204	US	Registered	75010516	25-Oct-1995	17-Dec-1996	2023532
LIGHTHOUSE PRODUCTS	MPM-1567	US	Registered	87814049	28-Feb-2018	16-Oct-2018	5584825
MAX	MPM-1403	US	Registered	85592536	09-Apr-2012	16-Jul-2013	4369671
MD & House Design (New Form)	MPM-0770	MX	Registered	1126529	12-Oct-2010	11-Feb-2011	1201028
MD & House Design (New Form)	MPM-1215	US	Registered	85101216	05-Aug-2010	09-Aug-2011	4008557
M-D AND HOUSE DESIGN	MPM-1216	US	Registered	75403435	14-Nov-1997	01-Feb-2000	2312957
OMBRELLA	MPM-1229	US	Registered	75248785	27-Feb-1997	03-Feb-1998	2134455
POINT & SEAL	MPM-1443	US	Registered	86469033	02-Dec-2014	15-Nov-2016	5082754
SILICONE I	MPM-1252	US	Registered	78661419	30-Jun-2005	12-Dec-2006	3184892
SILICONE II	MPM-1253	US	Registered	78310791	08-Oct-2003	12-Jul-2005	2966422
SPEEDPAINT	MPM-1428	US	Registered	86006198	10-Jul-2013	18-Feb-2014	4484788
VIP	MPM-0181	CA	Registered	1320923	19-Oct-2006	09-Jan-2008	TMA704293
VIP	MPM-1283	US	Registered	78893675	26-May-2006	25-Mar-2008	3401887
Kover Krack	MPM-1627	US	Pending	88960172	11-Jun-2020		
NSC45	MPM-1628	US	Pending	88960204	11-Jun-2020		
White Magic	MPM-1629	US	Pending	88960227	11-Jun-2020		
Infinity	MPM-1626	US	Pending	88955774	9-Jun-2020		