

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687799

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Minnesota Diversified Products, Inc.		09/29/2021	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kingspan Insulation LLC		
<b>Street Address:</b>	2100 RIVEREDGE PARKWAY		
<b>Internal Address:</b>	SUITE 175		
<b>City:</b>	ATLANTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1189301	STYRO-STUD	
<b>Registration Number:</b>	1215830	CERTIFOAM	
<b>Registration Number:</b>	1464567	CERTISTUD	
<b>Registration Number:</b>	0979246	RAY LITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8478087238		
<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>	847 808 5500		
<b>Email:</b>	mail@iphorgan.com		
<b>Correspondent Name:</b>	Jeannine Rittenhouse		
<b>Address Line 1:</b>	195 Arlington Heights Rd Suite #125		
<b>Address Line 4:</b>	Buffalo Grove, ILLINOIS 60089		
<b>NAME OF SUBMITTER:</b>	Jeannine Rittenhouse		
<b>SIGNATURE:</b>	/jar/		
<b>DATE SIGNED:</b>	11/12/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Assignment”) effective as of September 29, 2021 (the “Effective Date”), is by and between Kingspan Insulation LLC, a Delaware limited liability company (“Assignee”), and Minnesota Diversified Products, Inc., a Minnesota corporation (“Assignor”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Assignee, Assignor and Benjamin Sachs, an individual resident of the State of Nevada.

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor has agreed to sell, assign, contribute, transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, free and clear of all Liens other than Permitted Liens, the Transferred Assets; and

**WHEREAS**, pursuant to the Purchase Agreement, as a subset of the Transferred Assets, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s rights, title and interest in and to the Intellectual Property Assets.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

**1. Assignment**. Subject to the terms and conditions of the Purchase Agreement, and effective as of the above Effective Date, Assignor hereby sells, assigns, contributes, transfers, conveys and delivers to Assignee, free and clear of all Liens, other than Permitted Liens, all of Assignor’s rights, title and interest in and to the Intellectual Property Assets, including, but not limited to, the trademarks listed on Appendix A, along with all goodwill therein and related thereto, and the domain names listed on Appendix B.

**2. Incorporation; Conflict**. The terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets are incorporated herein by this reference, subject to the limitations set forth in the Purchase Agreement. Notwithstanding anything to the contrary contained herein, Assignor and Assignee hereby acknowledge and agree that this Assignment is subject to the terms, conditions and limitations set forth in the Purchase Agreement, and nothing contained in this Assignment will be deemed to supersede, modify, limit, expand, impair or amend the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement, or any of the rights, duties or obligations of Assignor or Assignee under the Purchase Agreement, this Assignment being intended only to further effect and implement the assignment and transfer of the Intellectual Property Assets to Assignee, as and to the extent contemplated by the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

**3. No Third-Party Beneficiaries.** This Assignment shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, heirs, permitted assigns, executors and legal representatives and any Person entitled to indemnification under Article V of the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to confer on any Person other than the parties hereto or their respective heirs, permitted assigns, executors, legal representatives and successors and any Person entitled to indemnification under Article V of the Purchase Agreement any rights, remedies, obligations or Liabilities under or by reason of this Assignment.

**4. Governing Law.** This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal Laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of Laws.

**5. Counterparts; Deliveries.** This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment and any amendments hereto, to the extent signed and delivered by means of electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

**MINNESOTA DIVERSIFIED PRODUCTS, INC.**

DocuSigned by:  
By: Carl Mura  
Name: Carl Mura  
Title: Executive Vice President

**ASSIGNEE:**

**KINGSPAN INSULATION LLC**

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

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Assignor and Assignee each have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

**MINNESOTA DIVERSIFIED PRODUCTS, INC.**

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

**ASSIGNEE:**

**KINGSPAN INSULATION LLC**

DocuSigned by:  
*Douglas D. Crawford*  
By: \_\_\_\_\_  
Name: Douglas D. Crawford  
Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

**APPENDIX A**

**Trademarks**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Certifoam	1,215,830	11/09/1982
Ray lite	979,246	02/26/1974
Styro-stud	1,189,301	02/09/1982
Certistud	1,464,567	11/10/1987

**APPENDIX B**  
**Domain Names**

[www.diversifoam.com](http://www.diversifoam.com)