

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contek Shilstone Inc.		12/21/2017	Corporation: QUEBEC
RECEIVING PARTY DATA			
Name:	GCP Applied Technologies Inc.		
Street Address:	62 Whittemore Avenue		
Internal Address:	Trademark Department		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02140-1692		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87669903	LABSYS	
Serial Number:	87669930	SEEMIX	
CORRESPONDENCE DATA			
Fax Number:	6172347508		
<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>			
Phone:	617-876-1400		
Email:	trademarks@gcpat.com		
Correspondent Name:	Eileen M. Sullivan		
Address Line 1:	GCP Applied Technologies Inc.		
Address Line 2:	62 Whittemore Avenue		
Address Line 4:	Cambridge, MASSACHUSETTS 02140-1692		
NAME OF SUBMITTER:	Craig K. Leon		
SIGNATURE:	/craig leon/		
DATE SIGNED:	01/31/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of December 21, 2017 (the “Effective Date”) by Contek Shilstone Inc., a Quebec corporation (the “Assignor”), and GCP Applied Technologies Inc., a Delaware corporation (the “Assignee”). This Assignment is being entered into in connection with that certain Asset Purchase and Sale Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among the Assignor, the Assignee, and [REDACTED], as Seller Equityholders.

WHEREAS, the Assignor is the record owner of the trademarks, trademark registrations, trademark applications and domain names (the “Transferred IP”) set forth on Exhibit A attached hereto;

WHEREAS, the Assignor wishes to assign and the Assignee wishes to acquire the Transferred IP; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the transactions contemplated by the Purchase Agreement, the Assignor and the Assignee hereby acknowledge and agree as follows.

1. The Assignor does hereby transfer, sell, assign and deliver to the Assignee and its successors and assigns, as of the Effective Time, any and all of the Assignor’s right, title, and interest in, to, and under the Transferred IP for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors and assigns: (i) the Transferred IP; (ii) all common law or unregistered rights in the Transferred IP; (iii) all goodwill associated with the foregoing; (iv) all rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing; and (v) all other corresponding rights that are or may be secured under the laws of any country or other jurisdiction, now or hereafter in effect (collectively, the “Transferred Rights”).

2. The Assignor hereby authorizes the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office and any other entity or agency in any applicable countries or other jurisdictions whose duty it is to receive or register trademarks, domain names or other intellectual property rights, or applications therefor, to record the Assignee as the owner of the Transferred Rights and to issue all registrations for said Assignor’s Transferred Rights in the name of the Assignee.

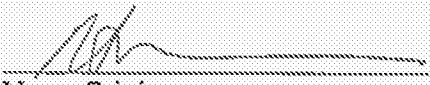
3. The Assignor shall assist the Assignee, to the extent reasonably necessary to transfer title in and to the Transferred IP or to enforce the Assignee’s rights in the Transferred IP. The Assignor agrees to execute and deliver, or cause to be executed and delivered, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the Assignee may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Assignment.

4. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement. The provisions set forth in Article X of the Purchase Agreement shall apply, *mutatis mutandis*, to this Assignment. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

GCP APPLIED TECHNOLOGIES INC.

By: 
Name: Naren Srinivasan
Title: Vice President, Strategy and
Corporate Development


[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

CONTEK SHILSTONE INC.

By:

Name:


Sebastien Carpentier

Title:

President and Chief Executive
Officer

[Signature Page to Intellectual Property Assignment]

TRADEMARK

REEL: 006261 FRAME: 0907

EXHIBIT A

Transferred IP

Trademark Registrations and Applications

Trademark	Application/Serial Number	Office
Labsys X	1863307	CIPO
Labsys	1863306	CIPO
seeMIX	1868020	CIPO
LABsys	87669903	USPTO
seeMIX	87669930	USPTO

Domain Names

Domain Name	Registrar's Name
Contekonline.com	Tucows Domains Inc.
Contekshilstone.ca	(Funio) Technologies iWeb inc.
Contekshilstone.com	Tucows Domains Inc.