

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/31/2020
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ProForm Finishing Products, LLC		01/07/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Gold Bond Building Products, LLC
<b>Street Address:</b>	2001 Rexford Road
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28211
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	4679865	DEXCELL
Registration Number:	4693317	DEXCELL BRAND
Registration Number:	1585679	DURABASE
Registration Number:	0693038	DURASAN
Registration Number:	6050705	EVOLVE YOUR WALLS
Registration Number:	4226442	EXP
Registration Number:	5670603	EXP
Registration Number:	0735169	FIRE-SHIELD
Registration Number:	5892720	FIRE-SHIELD 30
Registration Number:	5892721	FIRE-SHIELD 60
Registration Number:	1529318	GOLD BOND
Registration Number:	0973177	GOLD BOND
Registration Number:	0412668	GOLD BOND
Registration Number:	5276655	GOLD BOND CLASSIC
Registration Number:	2935417	GRIDMARX
Registration Number:	2977275	GRIDMARX
Registration Number:	1465484	GRIDSTONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0403210	GYPSOLITE
Registration Number:	2151382	HI-ABUSE
Registration Number:	1858619	HIGH FLEX
Registration Number:	5824783	HIGH STRENGTH FIRE-SHIELD 30
Registration Number:	5831785	HIGH STRENGTH FIRE-SHIELD 60
Registration Number:	4155921	HIGH STRENGTH LITE
Registration Number:	5674024	HIGH STRENGTH LITE
Registration Number:	1970635	HI-IMPACT
Registration Number:	5831116	HI-IMPACT
Registration Number:	3949182	INTERIOR EXTREME
Registration Number:	0788375	KAL-KORE
Registration Number:	0749297	KAL-KOTE
Registration Number:	0788376	KAL-MESH
Registration Number:	5842152	MAX 12
Registration Number:	4200387	
Serial Number:	88235203	PURPLE
Serial Number:	88235184	
Serial Number:	88977948	
Serial Number:	88275369	PURPLE EVOLVE YOUR WALLS
Serial Number:	88275373	PURPLE EVOLVE YOUR WALLS
Registration Number:	5041654	THE PURPLE BOOK
Registration Number:	5190773	THE SOUNDBOOK
Registration Number:	1494275	SEASPRAY
Registration Number:	2749649	SEASPRAY HI-STRENGTH MVR
Registration Number:	2957604	SHAFTLINER XP
Registration Number:	3321401	SOUNDBREAK
Registration Number:	3321400	SOUNDBREAK
Registration Number:	5444792	SOUNDBREAK XP
Registration Number:	5444791	SOUNDBREAK XP
Registration Number:	5932436	SOUNDBREAK XP CEILING
Registration Number:	5444790	SOUNDBREAK XP RETROFIT
Registration Number:	5932435	SOUNDBREAK XP WALL
Registration Number:	0942219	STA-SMOOTH
Registration Number:	4768270	ULTRA-SHIELD FS
Registration Number:	0995164	UNI-KAL
Registration Number:	1748515	X-KALIBUR
Registration Number:	2926761	XP
Registration Number:	3193478	XP

Property Type	Number	Word Mark
Serial Number:	88026511	MAX 14
Serial Number:	88026505	MAX 16
Serial Number:	88026489	MAX 18

**CORRESPONDENCE DATA**

**Fax Number:** 7043311159

*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:** 7043311000

**Email:** ADH-PTOTMCorrespondence@mvalaw.com

**Correspondent Name:** Arlene D. Hanks

**Address Line 1:** 100 N. Tryon St., Suite 4700

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	046732.42
<b>NAME OF SUBMITTER:</b>	Arlene D. Hanks
<b>SIGNATURE:</b>	/arlenedhanks/
<b>DATE SIGNED:</b>	03/11/2021

**Total Attachments: 7**

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## **ASSIGNMENT**

**This ASSIGNMENT** is made and effective as of 11:59 p.m. EST on December 31, 2020 (hereinafter the “Effective Time”), by and between **ProForm Finishing Products, LLC**, a Delaware limited liability company, having a principal place of business at 2001 Rexford Road, Charlotte, NC 28211 (“Assignor”), and **Gold Bond Building Products, LLC**, a Delaware limited liability company, having a principal place of business at 2001 Rexford Road, Charlotte, NC 28211 (“Assignee”), as follows:

**WHEREAS**, at the Effective Time, Assignor was the owner of all rights, title and interest in and to the trademarks and service marks and the registrations and applications for registration thereof in the United States Patent and Trademark Office as more fully set forth on the attached Schedule A and the common law trademarks more fully set forth on the attached Schedule B, (hereinafter collectively, the “Marks”), and the goodwill of the business associated therewith and symbolized thereby, all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor; and

**WHEREAS**, pursuant to an Intellectual Property Assignment and Assumption Agreement entered into by and between Assignor and Assignee dated and effective as of the Effective Time hereof (the “IP Assignment Agreement”), Assignor agreed to and at the Effective Time did sell, sell, assign, transfer and set over deliver to Assignee, among other assets, all rights, title and interest in and to the Marks and all rights appurtenant thereto; and

**WHEREAS**, the parties are desirous of memorializing the assignment of the Marks and all rights appurtenant thereto from Assignor to Assignee;

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

1. Pursuant to the IP Assignment Agreement, Assignor sells, assigns, transfers, and sets over unto Assignee, its successors and assigns, as of the Effective Time, all of Assignor’s rights, title and interest in and to the Marks together with all of the goodwill associated or connected with the use thereof and symbolized thereby and together with, by virtue of the IP Assignment Agreement, that portion of the existing and ongoing business that pertains to any Marks made the subject of intent-to-use applications

filed pursuant to Section 1(b) of the United States Trademark Act, 15 U.S.C. § 1051, *et seq.*; and including without limitation (a) all common law rights therein; and (b) any and all interest and income derived from the foregoing, including claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Time hereof, including without limitation all rights to and claims for damages and profits, restitution and injunctive and other legal and equitable relief by reason of any past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default, unauthorized use and all other related causes of action, with the right but not the obligation to sue for such legal and/or equitable relief and the right to collect or otherwise recover and retain any such damages, settlements and proceeds recovered therefrom; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Assignor authorizes and requests the United States Patent and Trademark Office Commissioner for Trademarks to record and register this Assignment upon request by Assignee.

3. This Assignment is to be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance.

4. The terms of the IP Assignment Agreement are incorporated herein by reference. The parties hereto acknowledge and agree that the terms of the IP Assignment 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 IP Assignment Agreement and the terms hereof, the terms of the IP Assignment Agreement shall govern.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have each caused this Assignment to be executed by its duly authorized officer on the days and dates set forth below effective as of the Effective Time set forth above.


**ProForm Finishing Products, LLC**  
Assignor


By: George W. Beckwith  
Name: George W. Beckwith  
Title: Vice President  
Date: January 7, 2021

**Gold Bond Building Products, LLC**  
Assignee








By: Laura C. Budzichowski  
Name: Laura C. Budzichowski  
Title: Vice President and Secretary  
Date: January 7, 2021

### Schedule A

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Class(es)
United States	DEXCELL	86156369 01/02/2014	4679865 01/27/2015	19
United States	DEXCELL BRAND & Design 	86156357 01/02/2014	4693317 02/24/2015	19
United States	DURABASE	73814481 07/24/1989	1585679 03/06/1990	19
United States	DURASAN	72075872 06/16/1959	693038 02/16/1960	19
United States	EVOLVE YOUR WALLS	88235193 12/19/2018	6050705 05/12/2020	16, 37
United States	eXP	85230427 01/31/2011	4226442 10/16/2012	19
United States	EXP	88087820 08/22/2018	5670603 02/05/2019	19
United States	FIRE-SHIELD	72117644 04/11/1961	735169 07/31/1962	19
United States	FIRE-SHIELD 30	88107390 09/06/2018	5892720 10/22/2019	19
United States	FIRE-SHIELD 60	88107397 09/06/2018	5892721 10/22/2019	19
United States	GOLD BOND	73697329 11/23/1987	1529318 03/14/1989	6, 19
United States	GOLD BOND	72411968 01/07/1972	973177 11/20/1973	1
United States	GOLD BOND (Stylized) 	71473914 09/06/1944	412668 03/20/1945	19
United States	GOLD BOND CLASSIC	86190494 02/11/2014	5276655 08/29/2017	19
United States	GRIDMARX	76501308 03/25/2003	2935417 3/22/2005	19
United States	GRIDMARX & Design 	76501319 03/25/2003	2977275 07/26/2005	19
United States	GRIDSTONE	73651816 03/27/1987	1465484 11/17/1987	19

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Class(es)
United States	GYSOLITE	71455985 10/05/1942	403210 09/14/1943	19
United States	HI-ABUSE	75146641 08/07/1996	2151382 04/14/1998	19
United States	HIGH FLEX	74442294 09/30/1993	1858619 10/18/1994	19
United States	HIGH STRENGTH FIRE-SHIELD 30	88107403 09/06/2018	5824783 08/06/2019	19
United States	HIGH STRENGTH FIRE-SHIELD 60	88107408 09/06/2018	5831785 08/13/2019	19
United States	HIGH STRENGTH LITE	85309521 05/02/2011	4155921 06/05/2012	19
United States	HIGH STRENGTH LITE	87947929 06/04/2018	5674024 02/12/2019	19
United States	HI-IMPACT	74531787 05/31/1994	1970635 04/23/1996	19
United States	HI-IMPACT	87859279 04/02/2018	5831116 08/13/2019	19
United States	INTERIOR EXTREME	85006062 04/05/2010	3949182 04/19/2011	19
United States	KAL-KORE	72197157 07/29/1964	788375 04/20/1965	19
United States	KAL-KOTE	72149585 07/23/1962	749297 05/14/1963	19
United States	KAL-MESH	72197159 07/06/1964	788376 04/20/1965	19
United States	MAX 12	87805282 02/21/2018	5842152 08/27/2019	19
United States	MAX 14	88026511 07/05/2018	N/A	19
United States	MAX 16	88026505 07/05/2018	N/A	19
United States	MAX 18	88026489 07/05/2018	N/A	19
United States	Purple Color Design 	76689043 04/28/2008	4200387 09/04/2012	19
United States	PURPLE (Word Mark)	88235203 12/19/2018	N/A	16, 19, 37, 41
United States	Purple Color Design	88235184 12/19/2018	N/A	19



Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Class(es)
				
United States	Purple Color Design 	88977948 12/19/2018	N/A	16
United States	PURPLE EVOLVE YOUR WALLS & Design 	88275369 01/24/2019	N/A	16, 37
United States	PURPLE EVOLVE YOUR WALLS & Design 	88275373 01/24/2019	N/A	16, 37
United States	THE PURPLE BOOK	86321739 06/26/2014	5041654 09/13/2016	16
United States	THE SOUNDBOOK	87178178 09/21/2016	5190773 04/25/2017	16
United States	SEASPRAY	73692300 10/28/1987	1494275 06/28/1988	19
United States	SEASPRAY HI-STRENGTH MVR	76393265 04/10/2002	2749649 08/12/2003	19
United States	SHAFTLINER XP	76505462 04/10/2003	2957604 05/31/2005	19
United States	SOUNDBREAK	78848015 03/28/2006	3321401 10/23/2007	19
United States	SOUNDBREAK & Design 	78848000 03/28/2006	3321400 10/23/2007	19
United States	SOUNDBREAK XP & Design (B/W) 	87399398 04/05/2017	5444792 04/10/2018	19
United States	SOUNDBREAK XP & Design (Purple) 	87399374 04/05/2017	5444791 04/10/2018	19
United States	SOUNDBREAK XP CEILING	87399320 04/05/2017	5932436 12/10/2019	19
United States	SOUNDBREAK XP RETROFIT	87399340 04/05/2017	5444790 04/10/2018	19
United States	SOUNDBREAK XP WALL	87399279 04/05/2017	5932435 12/10/2019	19
United States	STA-SMOOTH	72321258	942219	19

Country/ Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Class(es)
		03/10/1969	09/05/1972	
United States	ULTRA-SHIELD FS	86447130	4768270	19
		11/06/2014	07/07/2015	
United States	UNI-KAL	72466626	995164	19
		08/27/1973	10/08/1974	
United States	X-KALIBUR	74280847	1748515	19
		06/03/1992	01/26/1993	
United States	XP	76542703	2926761	19
		09/03/2003	02/15/2005	
United States	XP	78822609	3193478	17
		02/24/2006	01/02/2007	