

TRADEMARK ASSIGNMENT

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
NOEL GROUP, LLC		12/12/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	SPONGEX, LLC		
Street Address:	3002 Anaconda Road		
City:	Tarboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27886		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3513077	AQUA CELL	
Registration Number:	3462988	SPONGEX	
CORRESPONDENCE DATA			
Fax Number:	9192382301		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192382300		
Email:	patents@wt-ip.com		
Correspondent Name:	Steven N. Terranova		
Address Line 1:	100 Regency Forest Drive		
Address Line 2:	Suite 160		
Address Line 4:	Cary, NORTH CAROLINA 27518		
ATTORNEY DOCKET NUMBER:	1215-003, 1215-004		
NAME OF SUBMITTER:	Steven N. Terranova		

OP: \$65.00 3513077

Signature:	/Steven N. Terranova/
Date:	12/30/2013
Total Attachments: 3 source=Trademark_Assignment_NOEL_to_Spongex_AQUA_CELL_and_SPONGEX#page1.tif source=Trademark_Assignment_NOEL_to_Spongex_AQUA_CELL_and_SPONGEX#page2.tif source=Trademark_Assignment_NOEL_to_Spongex_AQUA_CELL_and_SPONGEX#page3.tif	

TRADEMARK ASSIGNMENT

This Assignment is made by Noel Group, LLC (hereinafter "Noel Group"), hereinafter referred to as "Assignor," a corporation in the State of North Carolina with a principal place of business at 501 NMC Drive, City of Zebulon, State of North Carolina, 27597.

WITNESSETH: That,

WHEREAS, the trademark application(s) and/or patent(s) (hereinafter "the Assigned Trademarks"), which are listed in "Exhibit A" attached hereto, assigned to the "Assignor"; and

WHEREAS, Spongex, LLC (hereinafter "Spongex"), a limited liability company duly organized and existing under the laws of the State of North Carolina and having a place of business at 3002 Anaconda Road, City of Tarboro, State of North Carolina, 27886, hereinafter referred to as "Assignee", has acquired the entire right, title, and interest in and to the Trademarks.

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, and transfers to the said Assignee, its successors and assigns, the entire right, title, and interest in and to the Trademarks, the same to be held and enjoyed by the said Assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which the Trademarks may be registered as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

And for the consideration aforesaid, Assignor hereby covenants and agrees to and with the said Assignee, its successors and assigns, that at the time of the execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Trademarks, and that Trademarks has good right and lawful authority to sell, convey, assign, and transfer the same in the manner herein set forth.

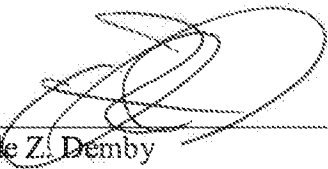
And for the consideration aforesaid, Assignor hereby covenants and agrees to and with the said Assignee, its successors and assigns, that Assignor will, whenever its counselor or the counsel of its successors and assigns, learned in the law, shall advise as lawful, sign all papers and drawings, take all rightful oaths, and do all acts necessary, desirable, or required to be done for the procurement or transfer of ownership of the Trademarks to Assignee.

Said sale, conveyance, assignment, and transfer includes, without limitation, the privileges and the rights to enforce, to assert, and to sue for past, present, and future infringement of the Trademarks, and the rights to recover and to collect for past, present, and future damages related to the Trademarks.

IN WITNESS WHEREOF, the parties cause this document to be signed on their
behalfes:

For Noel Group, LLC ("Assignor"):

12 Dec 2013
Date



Claude Z. Demby
Chief Executive Officer, Noel Group, LLC

Exhibit A - Trademarks

Attorney Ref. No.	Trademark	Serial No.	File Date	Status	Registration No.	Registration Date	Assignee
1215-003	AQUA CELL Trademark	77/035,462	11/2/2006	Registered	3,513,077	10/7/2008	Noel Group LLC*
1215-004	SPONGEX Trademark	77/035,475	11/2/2006	Registered	3,462,988	7/8/2008	Noel Group LLC*