

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOEL GROUP, LLC		02/22/2021	Limited Liability Company: NORTH CAROLINA
NOMACO INC.		02/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP BUSINESS CREDIT LLC		
Street Address:	433 South Main Street, Ste. 212		
City:	West Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1359206	NOMAFOAM	
Registration Number:	1587805	SOF	
Registration Number:	1147662	HBR	
Registration Number:	3656929	NOMACO	
Registration Number:	4429852	XOMER	
Registration Number:	5851988	HERCULEAN	
Registration Number:	5835281	RERUN	
Registration Number:	5836158	FASTFLEX	
Registration Number:	2014310	NOMALOCK	
Registration Number:	2070288	NOMAFLEX	
Registration Number:	1959759	N NOMACO "WE CAN GROW TOGETHER"	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		

CH \$290.00 1359206

Address Line 1: Donna Marie Davidson
Address Line 2: 30 Valley Stream Parkway
Address Line 4: Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER: 187978-0017

NAME OF SUBMITTER: Donna Marie Davidson

SIGNATURE: /Donna Marie Davidson/

DATE SIGNED: 02/23/2021

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 22nd day of February, 2021, by and among MidCap Business Credit LLC, a Texas limited liability company (“**Lender**”), Noel Group, LLC, a North Carolina limited liability company (“**Noel Group**”) and Nomaco Inc., a Delaware corporation (“**Nomaco**”; each of Noel Group and Nomaco, a “**Grantor**” and collectively, the “**Grantors**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantors and Nomaco Innovations, LLC (collectively, the “**Borrowers**”) in the amounts and manner set forth in that certain Loan and Security Agreement between, among others, Lender and Borrowers, dated as of the date hereof (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, such Grantor grants and pledges to Lender, a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);

Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall automatically terminate upon the payment in full of the Obligations (other than any indemnity obligations that expressly survive termination of the Loan Agreement for which no claim has been asserted) and the termination of Lender’s commitment to make Loans, and Lender shall, at Grantors’ expense, deliver such releases as may be reasonably requested by Grantors to reflect the foregoing.

This Intellectual Property Security Agreement can be waived, modified or amended only explicitly in a writing signed by Lender and Grantors. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender’s rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender’s option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors under this Intellectual Property Security Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Grantors may have against prior parties, to realize on the Copyrights, Patents, Trademarks and Master Works at all or in any particular manner or order, or to apply any cash proceeds of Copyrights, Patents, Trademarks and Master Works in any particular order of application. This

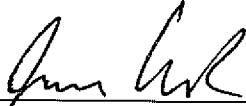
Intellectual Property Security Agreement shall be binding upon and inure to the benefit of Grantors and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Lender, and Grantors waive notice of Lender's acceptance hereof. Lender may execute this Intellectual Property Security Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Intellectual Property Security Agreement shall not affect or impair the validity or effectiveness of this Intellectual Property Security Agreement. A carbon, photographic or other reproduction of this Intellectual Property Security Agreement or of any financing statement signed by Grantors shall have the same force and effect as the original for all purposes of a financing statement. This Intellectual Property Security Agreement shall be governed by the law of the State of New York without regard to conflicts of law provisions, but including giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law. If any provision or application of this Intellectual Property Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Intellectual Property Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Intellectual Property Security Agreement shall survive the execution, delivery and performance of this Intellectual Property Security Agreement and the creation and payment of the Obligations. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

[Signatures on Next Page]

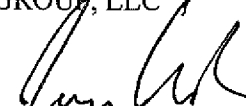
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

NOMACO INC.

By: 
Name: Jason Clark
Title: Director of Finance and Treasurer

NOEL GROUP, LLC

By: 
Name: Jason Clark
Title: Director of Finance and Treasurer

LENDER:

MIDCAP BUSINESS CREDIT LLC

By: _____
Name: Peter F. Rutigliano
Title: Executive Vice President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

NOMACO INC.

By: _____

Name: Jason Clark

Title: Director of Finance and Treasurer

NOEL GROUP, LLC

By: _____

Name: Jason Clark

Title: Director of Finance and Treasurer

LENDER:

MIDCAP BUSINESS CREDIT LLC

By: _____

Name: Peter F. Rutigliano

Title: Executive Vice President

EXHIBIT A

Copyrights

Nomaco Inc.:

None.

Noël Group, LLC:

None.

EXHIBIT B

Patents

Nomaco Inc.:

Title	Application Number	Application Date	Patent/Publication Number	Issue/Publication Date	Assignee - Current US
EXTRUDED ETHYLENIC POLYMER FOAM CONTAINING BOTH OPEN AND CLOSED CELLS	07/365,838	6/14/1989	4,931,484	6/5/1990	
EXTRUDED ETHYLENIC POLYMER FOAM CONTAINING BOTH OPEN AND CLOSED CELLS	07/526,629	5/22/1990	5,059,631	10/22/1991	
EXTRUDED ETHYLENIC POLYMER FOAM CONTAINING BOTH OPEN AND CLOSED CELLS	07/760,149	9/16/1991	5,098,782	3/24/1992	
EXTRUDED ETHYLENIC POLYMER FOAM CONTAINING BOTH OPEN AND CLOSED CELLS	07/818,593	1/9/1992	5,277,515	1/11/1994	
EXTRUDED ETHYLENIC POLYMER FOAM CONTAINING BOTH OPEN AND CLOSED CELLS	07/821,671	1/6/1992	5,387,050	2/7/1995	
SYSTEM FOR SECURING SEMI-RIGID FOAM MEMBER, AND RELATED DEVICES, COMPONENTS, AND METHODS	62/245,078	10/22/2015			
INTEGRALLY BONDED, MULTILAYER FOAMED PRODUCT	08/874,332	6/13/1997	5904970	36298	
INTEGRALLY BONDED, MULTILAYER FOAMED PRODUCT	PCT/US98/11640	35950			
INTEGRALLY BONDED, MULTILAYER FOAMED PRODUCT	09/170,605	36081	6054078	36641	
FITNESS AND THERAPEUTIC ROLLER (DESIGN)	29/544,490	42312	D805,649	43088	
SIDE SUPPORT (DESIGN)	29/342,503	8/26/2009	D612,188 S	3/23/2010	

Title	Application Number	Application Date	Patent/Publication Number	Issue/Publication Date	Assignee - Current US
ONE PIECE FOAM MATTRESS CORE ENCASUREMENT	13/167,061	6/23/2011	8,375,493	2/19/2013	
SPIRAL FORMED PRODUCTS AND METHOD OF MANUFACTURE	09/153,508	9/15/1998	6,306,235	10/23/2001	
SPIRAL FORMED PRODUCTS AND METHOD OF MANUFACTURE	98950980.7	10/7/1998	EP1030776	6/15/2005	
SPIRAL FORMED PRODUCTS AND METHOD OF MANUFACTURE	8186.9	10/7/1998	2345948	1/15/2003	
SPIRAL FORMED PRODUCTS AND METHOD OF MANUFACTURE	3612	4/13/2000	222025	8/6/2004	
SPIRAL FORMED PRODUCTS AND METHOD OF MANUFACTURE	09/757,345	1/9/2001	6,537,405	3/25/2003	
FOAM WELDING AND PROFILE MANUFACTURING SYSTEM	2565603	5/24/2005	2,565,603	10/9/2012	
FOAM WELDING AND PROFILE MANUFACTURING SYSTEM	PCT/US05/18037	5/24/2005	WO2005/118292	12/15/2005	
FOAM WELDING AND PROFILE MANUFACTURING SYSTEM	11/704,818	2/8/2007	8,287,684	10/16/2012	
LOAD BEARING OR CUSHIONING ELEMENTS AND METHOD OF MANUFACTURE	PCT/US06/22450	6/7/2006	WO2006/138159	12/28/2006	
METHOD FOR MANUFACTURING ENHANCED FOAM THERMOPLASTIC PRODUCTS	12/008,448	1/10/2008	8,006,360	8/30/2011	
SLOTTED SIDE SUPPORT (DESIGN)	29/361,180	5/6/2010	D677,097	3/5/2013	
FOAM SUPPORT WITH COIL ENCLOSURES FOR USE IN A MATTRESS OR A CUSHION (DESIGN)	29/365,131	7/2/2010	D675,856	2/12/2013	
SIDE SUPPORT (Design)	29/368,030	8/17/2010	D694,042	11/26/2013	
SIDE SUPPORT (Design)	29/368,034	8/17/2010	D695,550	12/17/2013	
SIDE SUPPORT (Design)	29/368,039	8/17/2010	D694,554	12/3/2013	
SIDE SUPPORT (Design)	29/368,046	8/17/2010	D692,689	11/5/2013	
MATTRESS BED ENCASEMENT (Design)	29/398,647	8/3/2011	D673,800	1/8/2013	
MATTRESS BED ENCASEMENT (Design)	144225	2/2/2012	144225	9/20/2012	

Title	Application Number	Application Date	Patent/Publication Number	Issue/Publication Date	Assignee - Current US
MATTRESS BED ENCASEMENT (Design)	29/398,649	8/3/2011	D673,801	1/8/2013	
MATTRESS BED ENCASEMENT (Design)	144226	2/2/2012	144226	9/20/2012	
EDGE SUPPORT CUSHION (Design)	29/403,050	9/30/2011	D675,051	1/29/2013	
EDGE SUPPORT CUSHION (Design)	144224	2/2/2012	144224	9/20/2012	
STACKABLE BASE FOR MATTRESS ASSEMBLY (Design)	29/413,103	2/10/2012	D691,400	10/15/2013	
STACKABLE BASE FOR MATTRESS ASSEMBLY (Design)	29/426,274	7/3/2012	D697,337	1/14/2014	
STACKABLE BASE FOR MATTRESS ASSEMBLY (Design)	148898	12/7/2012	CA148898	8/9/2013	
STACKABLE BASE FOR MATTRESS ASSEMBLY (Design)	CA146722	7/31/2012	CA146722	8/9/2013	
MOTION ISOLATION INSULATOR PAD Design	29/428,120	7/26/2012	D690,536	10/1/2013	
FOAM CUSHION BASE (Design)	29/459,883	7/3/2013	D740053	10/6/2015	
FOAM CUSHION BASE (Design)	29/471,906	11/6/2013	D737074	8/25/2015	
FOAM CUSHION BASE (Design)	154537	12/31/2013	154537	12/19/2014	
MULTI-LAYERED BONDED CLOSURE SYSTEM FOR FOAM TUBES OR PROFILES	08/047,487	4/19/1993	5,421,371	6/6/1995	
MULTI-LAYERED BONDED CLOSURE SYSTEM FOR FOAM TUBES OR PROFILES	08/395,758	2/28/1995	5,605,593	2/25/1997	
APPARATUS AND PROCESS FOR APPLYING GLUE TO EDGES OF INSULATION TUBE SLIT	08/325,706	10/19/1994	5,558,739	9/24/1996	
SELF-ADJUSTING INSULATION, INCLUDING INSULATION PARTICULARLY SUITED FOR PIPE OR DUCT	12/823,653	6/25/2010	8,261,558	9/11/2012	
SELF-ADJUSTING INSULATION, INCLUDING INSULATION PARTICULARLY SUITED FOR PIPE OR DUCT	13/567,168	8/6/2012	8,658,264	2/25/2014	
INSULATION SYSTEMS EMPLOYING EXPANSION FEATURES TO INSULATE ELONGATED CONTAINERS SUBJECT TO EXTREME	13/892,614	5/13/2013	9,157,566	10/13/2015	

Noël Group, LLC:

Title	Application Number	Application Date	Patent/Publication Number	Issue/Publication Date	Assignee - Current US
CUSHIONING ASSEMBLIES WITH THERMOPLASTIC ELEMENTS ENCAPSULATED IN THERMOSET PROVIDING CUSTOMIZABLE S	14/260,621	4/24/2014	10,045,633	8/14/2018	
MATTRESS BED CUSHION Design	29/436,864	11/9/2012	D709,301	7/22/2014	
MATTRESS BED CUSHION Design	29/436,797	11/9/2012	D707,468	6/24/2014	
MATTRESS BED CUSHION Design	29/436,784	11/9/2012	D707,467	6/24/2014	
MATTRESS BED CUSHION Design	29/466,455	9/9/2013	D704,962	5/20/2014	
MATTRESS BED CUSHION Design	29/436,789	11/9/2012	D701,713	4/1/2014	
MATTRESS BED CUSHION Design	29/436,799	11/9/2012	D694,553	12/3/2013	
MATTRESS BED CUSHION Design	29/436,795	11/9/2012	D694,552	12/3/2013	
MATTRESS BED CUSHION Design	29/436,842	11/9/2012	D694,041	11/26/2013	
MATTRESS BED CUSHION Design	29/436,860	11/9/2012	D693,149	11/12/2013	
MATTRESS BED CUSHION Design	29/436,847	11/9/2012	D693,148	11/12/2013	
MATTRESS BED CUSHION Design	29/436,833	11/9/2012	D693,147	11/12/2013	
MATTRESS BED CUSHION Design	29/436,831	11/9/2012	D693,146	11/12/2013	
MATTRESS BED CUSHION Design	29/436,806	11/9/2012	D693,145	11/12/2013	
MATTRESS BED CUSHION Design	29/436,801	11/9/2012	D693,144	11/12/2013	
MATTRESS BED CUSHION Design	29/436,793	11/9/2012	D692,694	11/5/2013	
MATTRESS BED CUSHION Design	29/436,792	11/9/2012	D692,693	11/5/2013	
MATTRESS BED CUSHION Design	29/436,790	11/9/2012	D692,692	11/5/2013	
MATTRESS BED CUSHION Design	29/436,787	11/9/2012	D692,691	11/5/2013	
MATTRESS BED CUSHION Design	29/436,782	11/9/2012	D692,690	11/5/2013	
MATTRESS BED CUSHION Design	29/436,783	11/9/2012	D691,401	10/15/2013	
MATTRESS BED CUSHION Design	29/436,781	11/9/2012	D688,492	8/27/2013	
MATTRESS BED CUSHION Design	29/436,786	11/9/2012	D688,069	8/20/2013	
UNITARY COMPOSITE/HYBRID CUSHIONING STRUCTURE(S) AND PROFILE(S) COMPRISED OF A THERMOPLASTIC FOAM(12/716,804	3/3/2010	8,356,373	1/22/2013	

Title	Application Number	Application Date	Patent/Publication Number	Issue/Publication Date	Assignee - Current US
ALL-FOAM MATTRESS ASSEMBLIES WITH FOAM ENGINEERED CORES HAVING THERMOPLASTIC AND THERMOSET MATERIALS	14/066,966	10/30/2013	20140130265A1	5/15/2014	
COMPOSITE CUSHIONING STRUCTURE(S) WITH SPATIALLY VARIABLE CUSHIONING PROPERTIES AND RELATED MATERIA	13/026,979	2/14/2011	20110197363A1	8/18/2011	

EXHIBIT C

Trademarks

Nomaco Inc.:

Mark	Serial/Registration No.	Filing Date	Registration Date
NOMAFOAM Trademark	1,359,206	10/4/1984	9/10/1985
SOF Trademark	1,587,805	3/9/1989	3/20/1990
HBR Trademark	1,147,662	4/6/1979	2/24/1981
NOMACO Trademark	3,656,929	8/15/2008	7/21/2009
NOMACO Trademark	TMA924,253	3/21/2013	12/22/2015
NOMACO Trademark (Class 017)	1377715	3/25/2013	6/25/2013
NOMACO Trademark (Class 020)	1387061	3/25/2013	7/30/2013
-PST Trademark (Class 017)	1266869	9/12/2011	2/10/2012
-PST Trademark (Class 020)	1267449	9/12/2011	2/13/2012
STRESS RELIEF FACTOR Trademark (Class 020)	1285017	12/6/2011	5/4/2012
STRESS RELIEF FACTOR Trademark (Class 042)	1283905	12/6/2011	5/15/2012
AIRGRID Trademark	1417413	12/14/2012	12/3/2013
AIRBEAM Trademark	1355882	12/14/2012	3/20/2013
XOMER Trademark (version 2, refiled)	4,429,852	10/3/2012	11/5/2013
N Design	TMA913,043	6/17/2013	9/3/2015
N and Design (Class 017)	1440372	6/20/2013	3/20/2014
N and Design (Class 020)	1455837	6/20/2013	5/21/2014
N and Design (Class 028)	1452422	6/20/2013	4/30/2014
HERCULEAN Trademark	5,851,988	12/12/2016	9/3/2019
RERUN Trademark	5,835,281	5/31/2017	8/13/2019

Mark	Serial/Registration No.	Filing Date	Registration Date
RERUN Trademark	1869170	11/22/2017	
FASTFLEX Trademark	5,836,158	8/9/2018	8/13/2019
NOMALOCK Trademark	2,014,310	11/18/1994	11/5/1996
NOMALOCK Trademark	579464	5/18/1995	6/29/1998
NOMAFLEX Trademark	2,070,288	1/23/1995	6/10/1997
N NOMACO "WE CAN GROW TOGETHER" Trademark	1,959,759	8/11/1994	3/5/1996

Noël Group, LLC:

None.

EXHIBIT D

Mask Works

Nomaco Inc.:

None.

Noël Group, LLC:

None.