

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL INSULATION COMPANY		04/22/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST		
Street Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
Internal Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4346954	G I C G E N E R A L INSULATION COMPANY, IN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jmorales-irizarry@stradley.com		
Correspondent Name:	JUHEIRRY MORALES-IRIZARRY		
Address Line 1:	STRADLEY RONON		
Address Line 2:	2005 MARKET STREET SUITE 2600		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	186687-0115		
NAME OF SUBMITTER:	JUHEIRRY MORALES-IRIZARRY		
SIGNATURE:	/JUHEIRRY MORALES-IRIZARRY/		
DATE SIGNED:	04/22/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 22nd day of April, 2019 by and between **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, as successor-by-assignment to MidCap Financial Trust, having an address at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, Suite 200, Bethesda, Maryland 20814, as agent (in such capacity as agent, together with its successors and assigns, "**Agent**") and General Insulation Company, a Massachusetts corporation ("**Grantor**").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to Grantor and the other Borrowers in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, the Lenders, Grantor and the other Borrowers party thereto, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Credit Agreement**"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor and the other Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the Obligations under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of 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 the Obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of 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:

(a) 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**");

(b) 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;

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

(d) 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**”);

(e) 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

(f) 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;

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

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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 Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

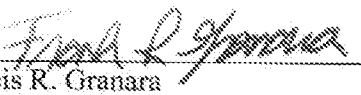
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

GENERAL INSULATION COMPANY

278 Mystic Ave.
Medford, MA 02155

By:  (SEAL)
Name: Francis R. Granara
Title: President and CEO

Signature Page to Intellectual Property Security Agreement

AGENT:

Address of Agent:

MIDCAP FUNDING IV TRUST

c/o MidCap Financial Services, LLC,
as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital Management GP, LLC, its general
partner

Attn: Account Manager for General
Insulation Company transaction

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
GIC GENERAL INSULATION COMPANY, INC.	4346954	June 04, 2013