

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5800120

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
GIBSON IP, LLC	10/30/2019
RECEIVING PARTY DATA	
Name:	PROSPERITY BANK
Street Address:	7950 WESTHEIMER ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77063
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12925637
Application Number:	12806693
Application Number:	13905278
CORRESPONDENCE DATA	
Fax Number:	(832)397-8131
<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:	7132172891
Email:	david.rusk@tklaw.com
Correspondent Name:	DAVID RUSK
Address Line 1:	811 MAIN STREET
Address Line 2:	SUITE 2500
Address Line 4:	HOUSTON, TEXAS 77002
NAME OF SUBMITTER:	VIRGINIA PARKER PRITCHETT
SIGNATURE:	/s/ Virginia Parker Pritchett
DATE SIGNED:	11/01/2019
Total Attachments: 5	
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PATENT

REEL: 050889 FRAME: 0579

COLLATERAL ASSIGNMENT OF PATENTS

This COLLATERAL ASSIGNMENT OF PATENTS dated as of October 30, 2019 (“Agreement”), between GIBSON IP, LLC, a Delaware limited liability company (together with its successors and assigns, the “Assignor”), and PROSPERITY BANK (together with its successors and assigns, the “Lender”):

RECITALS:

(1) This Agreement is made pursuant to the Amended and Restated Credit Agreement dated as of June 8, 2018 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among (a) GATE HOLDINGS, LLC, a Delaware limited liability company, as the Borrower, (b) GATE ENERGY, INC., a Delaware corporation, as the Parent, (c) GRANT GIBSON, as a Personal Guarantor, (d) the other Persons party thereto as Credit Parties and (e) the Lender.

(2) In connection with the Credit Agreement, the Assignor is a party to the Amended and Restated Pledge and Security Agreement dated as of June 8, 2018 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Lender, pursuant to which the Assignor has granted to the Lender a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Lender as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, transfers, conveys and grants to the Lender a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (but excluding any Excluded Property (as described in the Security Agreement)):

- i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;
- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all good will related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Lender primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[End of text; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GIBSON IP, LLC, as Assignor

By: 

Name: Grant T. Gibson

Title: Chief Executive Officer

Accepted and acknowledged by:

PROSPERITY BANK, as Lender

By: _____

Name: Chase Zalman

Title: Regional President, Houston Area

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GIBSON IP, LLC, as Assignor

By: _____

Name: Grant T. Gibson

Title: Chief Executive Officer

Accepted and acknowledged by:

PROSPERITY BANK, as Lender

By: _____

Name: Chase Zalman

Title: Regional President, Houston Area

Schedule A
to Collateral Assignment of
Patents

<u>Patent/Publication Number:</u>	<u>Application Number:</u>	<u>Description:</u>
U.S. Patent No. 8,707,498 <u>Foreign Counterpart Applications:</u> Australia European Patent Convention <u>Note:</u> Indonesian national stage filing allowed to lapse	12/925,637 2011320943 11836762.2	Multifunctional cleaning tool
U.S. Patent No. 8,479,821 (No Foreign Counterpart Applications)	12/806,693	Method and apparatus for removal of PIGs, deposits and other debris from pipelines and wellbores
U.S. Patent No. 9,248,478 (No Foreign Counterpart Applications)	13/905,278	Method and apparatus for removal of PIGs, deposits and other debris from pipelines and wellbores