PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7984392

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Execution Date
GOFF'S ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY	05/31/2023
GOFF'S ENTERPRISES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY	05/31/2023

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	8850 BOEDEKER STREET, 4TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75225

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	10973325	
Patent Number:	11208840	

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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: 210-978-7453

Email: eva.martinez@haynesboone.com

Correspondent Name: SERENA HEYDARI, HAYNES AND BOONE LLP

Address Line 1: 2323 VICTORY AVENUE, SUITE 700

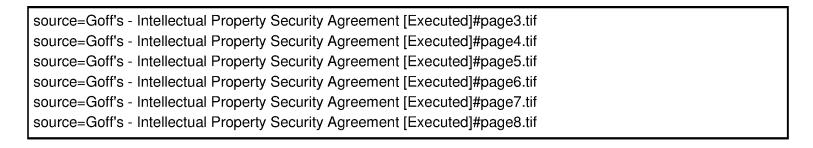
Address Line 2:7898.353_HEYDARIAddress Line 4:DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	7898.0353_HEYDARI
NAME OF SUBMITTER:	SERENA HEYDARI
SIGNATURE:	/SERENA HEYDARI/
DATE SIGNED:	06/01/2023

Total Attachments: 8

source=Goff's - Intellectual Property Security Agreement [Executed]#page1.tif source=Goff's - Intellectual Property Security Agreement [Executed]#page2.tif

PATENT 507937261 REEL: 063830 FRAME: 0328





INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of May 31, 2023, is made by Goff's Enterprises, LLC, a Delaware limited liability company ("Goff's") and Goff's Enterprises Holdings, LLC, a Delaware limited liability company ("Holdings"; Goff's and Holdings are each a "Grantor" and collectively "Grantors"), in favor of Comerica Bank ("Secured Party").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among Grantors and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Grantors; and

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith, among Secured Party and Grantors (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

- 1. **Definitions**. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.
- 2. **Grant of Security Interest in Intellectual Property Collateral**. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Intellectual Property Collateral"):
 - (a) all of such Grantor's patents, patent applications, and patent licenses to which it is a party, including those referred to in Part A to <u>Schedule I</u> hereto;
 - (b) all of such Grantor's trademarks and trademark licenses to which it is a party, including those referred to in Part B to <u>Schedule I</u> hereto;
 - (c) all of such Grantor's copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property Collateral covered by this Agreement; and
- (e) all proceeds of the foregoing, including all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including, but not limited to, stock splits, stock rights, voting and preferential rights), products, and all cash and non-cash proceeds of or pertaining to the above, including, without limit, insurance and condemnation proceeds, and cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by such Grantor.
- 3. **Security for Secured Obligations**. This Agreement and the Security Interest created hereby secures the payment and performance of the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Grantors, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.
- 4. **Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.
- 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

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4885-6600-5307 v.4 2

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GOFF'S ENTERPRISES, LLC

BY: NAME: Bryan Bailey

TITLE: President

GOFF'S ENTERPRISES HOLDINGS, LC

BY:

NAME: Bryan Bailey

TITLE: President

Signature Page to Intellectual Property Security Agreement

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)

PATENTS



(12) United States Patent Morgan

(10) Patent No.: US 10,973,325 B1 (45) Date of Patent: Apr. 13, 2021

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	Morgan			
(%4)	DESK TO	W SAFETY PARTITION		
(71)	Applicant	Goff's Enterprises, Inc., Personder, WI (US)		
(72)	inventor	Brian Morgan, Occussowece, WI (CS)		
(73)	Assignas	GOFF'S ENTERPRISES, INC., Presendare, W3 (US)		
{* }	Morien	Subject to any disclaimer, the term of this patent is entended or adjusted under 35 U.S.C. \$54(b) by 0 days.		
(28)	Appl. No.: 17/005,370			
(22)	Filed:	Aug. 28, 2929		
(51)	int. Cl. 4478-963 6097-154 4476-330	>>> (2006.03)		
(32)	CEC			
(28)		Twelfication Search		
	Sinc applic	ation file for complete assett history.		
(36)		References Cited		
	3.52	S. PATENT DECUMENTS		

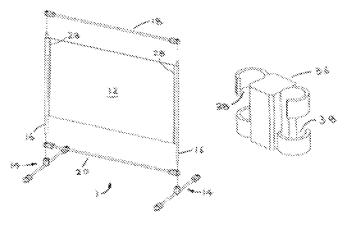
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Primary Examinar --- Hants V Tena (74) Anomey, Agent, or Pirm --- Oceanid J. Exster

(S7) ABSTRACT

A deskt top sofree partition prefembly includes a sheet frame, a clear flexible direct and a pair of legs. The sheet frame, a clear flexible sheet and a pair of legs. The sheet frame includes a pair of vertical poles, a pair of horizontal poles and four pole consucrature. Each price comments includes a side hole and a lengthwise hore. The side hole and the lengthwise hore are sized to receive the poles. Two pole commenturs are pushed on to each end of a horizontal pole to form a top support and a bottom support. The clear flexible sheet includes pole longs to receive the vertical poles. Each leg predictably includes a leg pole and three pole connectors. A horizon of the vertical poles are inserted into pole connectors of the pair of legs. A Cohapsel safety partition institudes three sheet frames, three shear flexible sheets, a plantity of pole connectors and a plantity of runting classes.

19 Claims, 5 Brawing Sheets





US011208840B1

(12) United States Patent Morgan

(30) Patent No.: US 11,208,840 B1 (35) Date of Patent; Dec. 28, 2021

(S4) SOFT ROLL-UP DOOR WITH FALL

- (71) Applicant: Goff's Enterprises, Inc., Pennakee, WI
- (72) Inventor: Brian Morgan, Oconomowoc, WI (US)
- (73) Assignee: GOFF'S ENTERPRISES, INC., Prevanker, WI (US)
- (*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted maker 35 U.S.C. 154(b) by 252 days.
- (21) Appl. No.: 16/674,005
- (22) Filest: Nov. 5, 2019
- (55) Int. CL £068 8/75

See application life for complete search history.

(%) References Cited

U.S. PATENT DOCUMENTS

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OTHER PUBLICATIONS

Dock door sine paragitist—miniony collected from Google search Aug. 26, 2021—for general information (Year 2021).* Screen clipping from engineering/ord/orzono—collected Aug. 27, 2021—for general information (Year: 2021).*

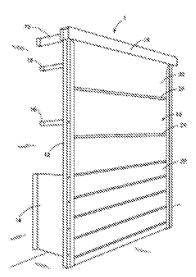
* cited by examiner

Primary Examiner — Daviet P Calas Austrana Examiner — John W Hanes, Ir. (74) Attorney Agent, or Firm — Davish J. Easter

(S7) ABSTRACT

A roll-up door with full pensection preferably includes a door web, a pair of guide tracks, a pair of lower track brackets, a plandity of upper track brackets and a door web roller. The door web includes a plandity of screen web penels and wind bars. Opposing ends of the door web are remissed in the pair of guide tracks. A first wind has is arraigned to be 42 incluse off a floor to meet OSHA full protection standards. The door web includes at least two upper wind has above the first wind bar and at least one lower wind bar below the first wind bar and at least one lower wind bar below the first wind bar of lower track brackets are secured to a wall with the pair of lower track brackets and the plandity of upper track brackets. A top of the pair of lower track brackets are located at least 42 inclus above the floor.

20 Chins, 8 Drawing Sheets



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(PART B)

TRADEMARKS

Unregistered Trademarks

Goff's (Word Mark)

Goff's (Design Mark)



Goff's (Design Mark)



Goff's Enterprises (Word Mark)

Goff's Enterprises (Design Mark)



FF3d (Word Mark)

Flex Fabrication & 3D Design (Word Mark)

Flex Fabrication & 3D Design (Design Mark)



A.G. Entertainment (Word Mark)

(PART C) COPYRIGHTS

None.

PATENT REEL: 063830 FRAME: 0337

RECORDED: 06/01/2023