

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7988625

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GOFF'S ENTERPRISES, INC.	05/31/2023
RECEIVING PARTY DATA	
Name:	GOFF'S ENTERPRISES, LLC
Street Address:	700 HICKORY STREET
City:	PEWAUKEE
State/Country:	WISCONSIN
Postal Code:	53072
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10973325
Patent Number:	11208840
CORRESPONDENCE DATA	
Fax Number:	(816)691-3495
<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:	816 842-8600
Email:	lora.gurley@stinson.com
Correspondent Name:	PATENT GROUP - STINSON LLP
Address Line 1:	1201 WALNUT STREET, SUITE 2900
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150
ATTORNEY DOCKET NUMBER:	3525502.0003
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/loragurley/
DATE SIGNED:	06/05/2023
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is dated as of May 31, 2023, by and between Goff's Enterprises, Inc., a Wisconsin corporation ("Seller"), and Goff's Enterprises, LLC, a Delaware limited liability company (the "Buyer"), pursuant to that certain Contribution and Asset and Purchase Agreement, dated as of the date hereof, by and among Seller, Buyer and the other parties thereto (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to sell, transfer, assign, convey, and deliver to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for the consideration recited herein and in the Purchase Agreement and the agreements and covenants contained therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this IP Assignment, Buyer and Seller agree as follows:

1. Assignment. Seller hereby irrevocably sells, conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

- (a) the patent rights set forth on Schedule 1 hereto, being United States and non-U.S. patents, provisional patent applications, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, industrial designs, inventions (whether or not patentable or reduced to practice) and improvements thereto;
- (b) the trademarks set forth on Schedule 2 hereto (if any), being United States, state and non-U.S. trademarks, service marks, trade names, Internet domain names, designs, logos, slogans and general intangibles of like nature, whether registered or unregistered, and pending registrations and applications to register the foregoing (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (c) the copyright registrations, applications for registration and exclusive copyright licenses, if any, set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");
- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Successors and Assigns. This IP Assignment is binding upon and inures to the benefit of Buyer and its successors and assigns.

3. Terms. This IP Assignment is subject to the terms and conditions of the Purchase Agreement. In the event of any ambiguity or conflict between the Purchase Agreement and this IP Assignment, the Purchase Agreement will control.

4. Definitions. Capitalized terms used in this IP Assignment, unless otherwise defined herein, have the respective meanings assigned to them in the Purchase Agreement.

5. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

6. Governing Law. This IP Assignment shall be construed and interpreted, and the rights of the Seller and Buyer shall be determined, in accordance with the Laws of the State of Delaware, without giving effect to any provision thereof that would require the application of the substantive Laws of any other jurisdiction.

7. Headings. The descriptive headings of the several Sections of this IP Assignment contained herein are for convenience only and shall not affect the construction hereof.

8. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This IP Assignment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding

legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such contract, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this instrument as of the date first above written.

SELLER:

GOFF'S ENTERPRISES, INC.

By: 

Anthony R. Goff, President and CEO

BUYER:

GOFF'S ENTERPRISES, LLC

By: _____

Bryan Bailey, President

IN WITNESS WHEREOF, each of the undersigned has executed this instrument as of the date first above written.

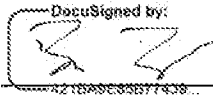
SELLER:

GOFF'S ENTERPRISES, INC.

By: _____
Anthony R. Goff, President and CEO

BUYER:

GOFF'S ENTERPRISES, LLC

By:  _____
Bryan Bailey, President

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
DESK TOP SAFETY PARTITION	USA	US 10,973,325 B1	Apr. 13, 2021
SOFT ROLL-UP DOOR WITH FALL PROTECTION	USA	US 11,208,840 B1	Dec. 28, 2021

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
None	N/A	N/A	N/A

SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
None	N/A	N/A	N/A

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
None	N/A	N/A	N/A	N/A

SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
None	N/A	N/A	N/A

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date
None	N/A	N/A	N/A