

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI841963

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	Soft Goods Operating, LLC	02/14/2025
RECEIVING PARTY DATA		
Company Name:	Great Rock Capital Partners Management, LLC, as Administrative Agent	
Street Address:	285 Riverside Avenue	
City:	Westport	
State/Country:	CONNECTICUT	
Postal Code:	06880	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	7512997	
Patent Number:	7422281	
Patent Number:	7959227	
Patent Number:	D748920	
Patent Number:	D722488	
Application Number:	19014120	
Application Number:	63564187	
CORRESPONDENCE DATA		
Fax Number:	6503201918	
<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:	(650)320-1818	
Email:	dianabentz@paulhastings.com	
Correspondent Name:	Diana Bentz	
Address Line 1:	Paul Hastings LLP	
Address Line 2:	1117 S. California Avenue	
Address Line 4:	Palo Alto, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	93810.00042	
NAME OF SUBMITTER:	Diana Bentz	
SIGNATURE:	/Diana Bentz/	
DATE SIGNED:	02/21/2025	

PATENT

Total Attachments: 5

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Patent Security Agreement

Patent Security Agreement, dated as of February 14, 2025 (this “Patent Security Agreement”), by Soft Goods Operating, LLC, a Delaware limited liability company (the “Grantor”), in favor of Great Rock Capital Partners Management, LLC, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

Whereas, the Grantor is party to a Security Agreement dated as of February 14, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

Now, therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, as collateral security for the payment and performance when due of all Secured Obligations, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor (collectively, the “Patent Collateral”):

(a) Patents of Grantor listed on Schedule I attached hereto, together with any and all (i) inventions, designs and improvements described or claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements, misappropriations or violations thereof; and

(b) all Proceeds of any and all of the foregoing (other than Excluded Assets).

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

Section 4. Termination. On the Termination Date or as otherwise set forth in Section 11.5 of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

Section 5. Counterparts; Electronic Signatures. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Patent Security Agreement or in any amendment, supplement or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.


Section 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


SOFT GOODS OPERATING, LLC, as
Grantor

By: 
Name: Grant Mathiasmeier
Title: Chief Financial Officer, Secretary
and Treasurer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC**, as Administrative
Agent

By: 
Name: Kathleen M. Auda
Title: Chief Risk officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 070298 FRAME: 0272

SCHEDULE I
to
PATENT SECURITY AGREEMENT
ISSUED PATENTS AND PATENT APPLICATIONS

Recorded Owner	Title	App. No.	App. Date	Reg. No.	Reg. Date
Soft Goods Operating, LLC	Shower Curtain Bar	11/216286	08/31/2005	7512997	04/07/2009
Soft Goods Operating, LLC	Knit Form-fit Slipcover	11/285916	11/23/2005	7422281	09/09/2008
Soft Goods Operating, LLC	Knit Form-fit Slipcover for a Recliner	12/206019	09/08/2008	7959227	06/14/2011
Soft Goods Operating, LLC	Pet Throw	29/501699	09/08/2014	D748920	02/09/2016
Soft Goods Operating, LLC	Combined Clothesline and Pair of Mounting Brackets for a Shower Curtain Rod	29/449459	03/15/2013	D722488	02/17/2015