

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARTIN DOOR MANUFACTURING		11/30/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	CELTIC BANK CORPORATION		
Street Address:	268 S. STATE STREET		
Internal Address:	SUITE 300		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78040057	MARTIN DOOR MANUFACTURING	
Serial Number:	78040055	MARTIN GARAGE DOORS	
Serial Number:	78040051	MARTIN DOORS	
Serial Number:	78039440	MARTIN DOOR	
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>			
Phone:	801-320-6588		
Email:	LRINALDI@CELTICBANK.COM		
Correspondent Name:	LESLIE K RINALDI		
Address Line 1:	268 S. STATE STREET		
Address Line 2:	SUITE 300		
Address Line 4:	SALT LAKE CITY, UTAH 84111		
NAME OF SUBMITTER:	LESLIE K. RINALDI		
SIGNATURE:	//LESLIE K. RINALDI//		
DATE SIGNED:	12/13/2017		
Total Attachments: 7			

OP \$115.00 78040057

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Loan #: 17500252

Principal Loan Amount: \$4,000,000.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of November ____, 2017, is made by and among Martin Door Manufacturing, a Utah corporation, and MDM Utah, LLC, a Utah limited liability company (together "Borrower") in favor of Celtic Bank Corporation (the "Lender"), a Utah state corporation.

WHEREAS, the Borrower has entered into a Business Loan Agreement (Asset Based) dated as of even date (the "Loan Agreement"), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of Nov 30, 2017 made by and among the Borrower and the Lender (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks") [excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications];

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Borrower 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 occurring 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. Recordation. Borrower authorizes the Commissioner for Patents, and the Commissioner for Trademarks, and the Register of Copyrights, and any other federal, state or local government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MARTIN DOOR MANUFACTURING

By: _____

Name: Carla Hewitson

Title: President

Address for Notices:

2828 S. 900 W.

Salt Lake City, UT 84119

MARTIN DOOR MANUFACTURING

By: _____

Name: Scott M. Huntsman

Title: Chief Executive Officer

Address for Notices:

2828 S. 900 W.

Salt Lake City, UT 84119

MDM UTAH, LLC

By: _____

Name: Scott M. Huntsman

Title: President

Address for Notices:

2828 S. 900 W.

Salt Lake City, UT 84119

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

By: [Signature]
Name: Daniel C. Goolbsy
Title: SVP
Address for Notices:

STATE OF Utah
COUNTY OF Salt Lake

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)SS.
)



On the 30th day of November, 2017, before me personally appeared Scott Huntsman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the CEO of MARTIN DOOR MANUFACTURING and acknowledged the instrument to be his free act and deed and the free act and deed of MARTIN DOOR MANUFACTURING for the uses and purposes mentioned in the instrument.

My Commission Expires: 10/14/2018

[Signature]
Tamra Anderson
Notary Public
Printed Name: 1

STATE OF Utah
COUNTY OF _____

)
)SS.
)

On the _____ day of November, 2017, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the _____ of MDM UTAH, LLC and acknowledged the instrument to be his free act and deed and the free act and deed of MARTIN DOOR MANUFACTURING for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public
Printed Name:

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MARTIN DOOR MANUFACTURING

By: Carla Hewitson
Name: Carla Hewitson
Title: President
Address for Notices:

2828 S. 900 W.
Salt Lake City, UT 84119

MARTIN DOOR MANUFACTURING

By: _____
Name: Scott M. Huntsman
Title: Chief Executive Officer
Address for Notices:

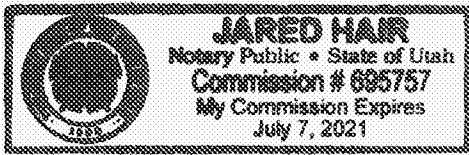
2828 S. 900 W.
Salt Lake City, UT 84119

MDM UTAH, LLC

By: _____
Name: Scott M. Huntsman
Title: President
Address for Notices:
2828 S. 900 W.
Salt Lake City, UT 84119

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

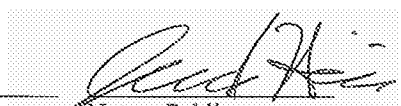


By: _____
Name: _____
Title: _____
Address for Notices: _____

STATE OF Utah)
COUNTY OF Davis)SS.
)

On the 1st day of ~~November~~ December, 2017, before me personally appeared Carla Hewitson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of MARTIN DOOR MANUFACTURING and acknowledged the instrument to be his free act and deed and the free act and deed of MARTIN DOOR MANUFACTURING for the uses and purposes mentioned in the instrument.

My Commission Expires: 7-7-21


Notary Public
Printed Name: Jared Hair

STATE OF Utah)
COUNTY OF _____)SS.
)

On the _____ day of November, 2017, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the _____ of MDM UTAH, LLC and acknowledged the instrument to be his free act and deed and the free act and deed of MARTIN DOOR MANUFACTURING for the uses and purposes mentioned in the instrument.

My Commission Expires: _____
Notary Public
Printed Name: _____

U.S. PATENT & TRADEMARK OFFICE

SCHEDULE 2

TRADEMARKS & TRADENAMES

Trademarks

1. Mark: GOT YOUR GROOVE ON?
 File No.: 3408.3.1
 Serial No.: 86/775,718
 Filing Date: October 1, 2015
 International Class: 006
 Description: Metal doors; Metal garage doors; Metal gates

2. Mark: GET YOUR GROOVE ON!
 File No.: 3408.3.2
 Serial No.: 86/775,712
 Filing Date: October 1, 2015
 International Class: 006
 Description: Metal doors; Metal garage doors; Metal gates

Tradenames

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
3 78040057	2582941	MARTIN DOOR MANUFACTURING	TSDB	LIVE
4 78040055	2578782	MARTIN GARAGE DOORS	TSDB	LIVE
5 78040051	2578781	MARTIN DOORS	TSDB	LIVE
6 78038440	2578780	MARTIN DOOR	TSDB	LIVE