

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5101476

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	RAD URBAN INC.	08/20/2018
RECEIVING PARTY DATA		
Name:	INNOVATUS FLAGSHIP FUND I, LP, ADMINISTRATIVE AGENT	
Street Address:	777 THIRD AVENUE 25TH FLOOR	
Internal Address:	C/O INNOVATUS CAPITAL PARTNERS, LLC	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	16047282	
Application Number:	16047291	
Application Number:	62537713	
Application Number:	62537717	
CORRESPONDENCE DATA		
Fax Number:	(615)248-3040	
<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:	(615) 252-3552	
Email:	mward@bradley.com	
Correspondent Name:	MARY WARD	
Address Line 1:	1600 DIVISION STREET, SUITE 700	
Address Line 4:	NASHVILLE, TENNESSEE 37203	
NAME OF SUBMITTER:	/MARY WARD/	
SIGNATURE:	/Mary Ward/	
DATE SIGNED:	08/21/2018	
Total Attachments: 4		
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source=RAD Urban#page3.tif		

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "**Agreement**") is entered into as of August 20, 2018, by RAD URBAN INC., a Delaware corporation ("**Debtor**"), in favor of INNOVATUS FLAGSHIP FUND I, LP, a Delaware limited partnership ("**Administrative Agent**").

RECITALS:

A. Pursuant to that Loan Agreement (the "**Loan Agreement**") dated as of the date hereof by and among Debtor, the Guarantors named therein, the Lenders named therein, and Administrative Agent, Lenders have agreed to extend credit to Debtor on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings provided in the Loan Agreement).

B. Debtor has granted to Administrative Agent a security interest in all of its intellectual property pursuant to that Intellectual Property Security Agreement dated as of the date hereof among Debtor, Administrative Agent, and the other parties thereto (as it may be amended or restated, the "**IP Security Agreement**").

C. Debtor wishes to execute this Agreement to supplement the terms of the IP Security Agreement and to place of record Debtor's grant of a security interest to Administrative Agent in Debtor's patents, patent applications, and trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Administrative Agent to extend credit to Debtor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. **UCC Security Interest in Registered Intellectual Property.** As security for the Obligations, Debtor hereby grants to Administrative Agent a security interest in the patents, patent applications, and trademark registrations described in Schedule A hereto and of record with the United States Patent and Trademark Office (the "**USPTO**").

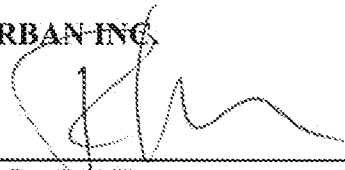
2. **Recordation.** Debtor hereby authorizes Administrative Agent to record this Agreement with the USPTO.

3. **Other Agreements.** This Agreement is executed to supplement and further evidence the security interest granted to Administrative Agent under the IP Security Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the IP Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity.

This Patent and Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

RAD URBAN INC.

By: 
Name: Randall Miller
Title: CEO

ADMINISTRATIVE AGENT:

INNOVATUS FLAGSHIP FUND I, LP

By: Innovatus Flagship GP, LP, its General
Partner

By: Innovatus Flagship Parent GP, LLC, its
General Partner

By: _____
Name: Andrew Hobson
Title: Authorized Signatory

This Patent and Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

RAD URBAN INC.

By: _____

Name: _____

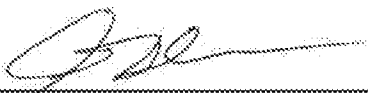
Title: _____

ADMINISTRATIVE AGENT:

INNOVATUS FLAGSHIP FUND I, LP

By: Innovatus Flagship GP, LP, its General
Partner,

By: Innovatus Flagship Parent GP, LLC, its
General Partner

By:  _____

Name: Andrew Hobson

Title: Authorized Signatory

SCHEDULE A

Trademarks

Title	Serial No./Registration No.	Date Filed/Date Issued
RAD BLOC	88065247	August 3, 2018
RAD BLOC	88065238	August 3, 2018
RAD BLOC	88065202	August 3, 2018

Patent Applications

Title	Serial No./Registration No.	Date Filed/Date Issued
Block Construction of Prefabricated Buildings	16/047,282	July 27, 2018
Prefabricated Modular Buildings	16/047,291	July 27, 2018
Prefabricated Modular Dwelling Spaces	62/537,713	July 27, 2017
Construction of Prefabricated Modular Dwelling Spaces	62/537,717	July 27, 2017

[Schedule to Patent and Trademark Security Agreement]