

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5316701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KASITA, INC.	12/27/2018
KASITA SALES, LLC	12/27/2018
KASITA OPERATIONS, LLC	12/27/2018
RECEIVING PARTY DATA	
Name:	GREEN CITY HOSPITALITY, LLC
Street Address:	901 W 9TH STREET SUITE 110
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78703
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	62470205
Application Number:	15864964
Application Number:	62614853
Application Number:	14874458
Application Number:	29599528
Application Number:	29612166
Application Number:	15621589
Application Number:	62349835
CORRESPONDENCE DATA	
Fax Number:	(479)301-2449
<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:	4793012444
Email:	kbaldwin@smithhurst.com
Correspondent Name:	JIM SMITH
Address Line 1:	5100 WEST JB HUNT DRIVE
Address Line 2:	SUITE 900
Address Line 4:	ROGERS, ARKANSAS 72758
ATTORNEY DOCKET NUMBER:	1685

PATENT

NAME OF SUBMITTER:	JAMES W. SMITH
SIGNATURE:	/James W. Smith/
DATE SIGNED:	01/09/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 13 source=Assignment and Acceptance - Patent#page1.tif source=Assignment and Acceptance - Patent#page2.tif source=Assignment and Acceptance - Patent#page3.tif source=Assignment and Acceptance - Patent#page4.tif source=Assignment and Acceptance - Patent#page5.tif source=Assignment and Acceptance - Patent#page6.tif source=Assignment and Acceptance - Patent#page7.tif source=Assignment and Acceptance - Patent#page8.tif source=Assignment and Acceptance - Patent#page9.tif source=Assignment and Acceptance - Patent#page10.tif source=Assignment and Acceptance - Patent#page11.tif source=Assignment and Acceptance - Patent#page12.tif source=Assignment and Acceptance - Patent#page13.tif	

ASSIGNMENT AND ACCEPTANCE

Reference is made to (a) that certain Debt Assumption Agreement (the "*Debt Assumption Agreement*"), dated as of December 27, 2018 (the "*Effective Date*"), among Green City Hospitality Holdings, Inc., a Delaware corporation, GCH Intermediary Holdings, LLC, a Texas limited liability company, Green City Hospitality, LLC, a Texas limited liability company ("*Assignee*"), and Greenfield Modular, LLC, a Delaware limited liability company ("*Assignor*") (Assignee and Assignor are individually a "*Party*" and together the "*Parties*"), and (b) that certain Note Purchase Agreement, dated February 23, 2018 (the "*Note Purchase Agreement*"), among Kasita, Inc. ("*Kasita*"), Kasita Sales, LLC ("*Kasita Sales*"), and Kasita Operations, LLC (together with Kasita and Kasita Sales, the "*Issuers*"), as issuers, and Assignor, as the initial Purchaser and Agent, pursuant to which, among other things, Assignor purchased from the Issuers an aggregate \$2,325,000 in 10.00% Senior Secured Convertible Promissory Notes of the Issuers and entered into the other Note Documents, as set forth in the Note Purchase Agreement. Unless otherwise indicated, capitalized terms used but not defined in this Assignment and Acceptance (this "*Assignment*") have the meanings given them in the Note Purchase Agreement.

Assignor hereby irrevocably sells, assigns and conveys to Assignee without recourse to the Assignor, and Assignee hereby irrevocably purchases and assumes from Assignor, as of the Effective Date, all of the interest in and to Assignor's rights and obligations under the Note Documents (the "*Assigned Interest*"). Without limiting the foregoing, as of the Effective Date, Assignee is hereby appointed, and accepts such appointment, as Agent under the Note Documents.

Except as specifically set forth in the Note Purchase Agreement, Assignor: (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Note Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Note Documents; (b) makes no representation or warranty to Assignee, and assumes no responsibility, with respect to the financial condition of any of the Issuers or the performance or observance by any Issuer of any of its obligations under the Note Documents.

Assignee: (a) confirms that it has received a copy of the Note Documents, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment; (b) agrees that it will, independently and without reliance upon Assignor or any other person or entity, continue to make its own credit decisions in taking or not taking action under the Note Documents; and (c) agrees that Assignee will be bound by the provisions of the Note Documents and will perform in accordance with its terms all the obligations which by the terms of the Note Documents are required to be performed by it.

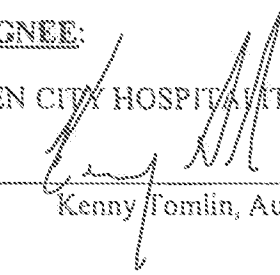
Without limiting the foregoing, from and after the Effective Date (a) Assignee shall substitute Assignor as a party to the Note Documents (including as a Purchaser and Agent thereunder) and, with respect to the Assigned Interest, have the rights and obligations of a Purchaser and the Agent thereunder, and shall be bound by the provisions thereof, and (b) Assignor shall, with respect to the Assigned Interest, relinquish its rights (except with respect to any right to indemnification as provided in the Note Purchase Agreement, which is hereby preserved and not assigned or assumed notwithstanding any provision herein or in the Debt Assumption Agreement to the contrary) and be released from its obligations under the Note Documents arising from and after the Effective Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNEE:

GREEN CITY HOSPITALITY, LLC

By:  _____
Kenny Tomlin, Authorized Manager

ASSIGNOR:

GREENFIELD MODULAR, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Assignment and Acceptance]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date.

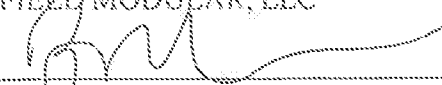
ASSIGNEE:

GREEN CITY HOSPITALITY, LLC

By: _____
Kenny Tomlin, Authorized Manager

ASSIGNOR:

GREENFIELD MODULAR, LLC

By:  _____
Name: Barry P. Marcus
Title: Senior Vice President

[Signature Page to Assignment and Acceptance]

ANNEX TO ASSIGNMENT AND ACCEPTANCE

The Note Documents Assigned and Assumed by Greenfield Modular, LLC, as Assignor, to Green City Hospitality, LLC, as Assignee, pursuant to the foregoing Assignment and Acceptance include but are not limited to the attached Patent Security Agreement pertaining to the following:

Application Number 62470205

Application Number 15864964

Application Number 62614853

Application Number 14874458

Application Number 29599528

Application Number 29612166

Application Number 15621589

Application Number 62349835

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4846646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KASITA, INC.	02/28/2018
KASITA SALES, LLC	02/23/2018
KASITA OPERATIONS, LLC	02/28/2018
RECEIVING PARTY DATA	
Name:	GREENFIELD MODULAR, LLC
Street Address:	1308 EAST 7TH STREET
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78702
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	62470205
Application Number:	15864964
Application Number:	62614853
Application Number:	14874458
Application Number:	29599528
Application Number:	29612166
Application Number:	15621589
Application Number:	62349835
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:	2027393000
Email:	patents@morganlewis.com, rgoodell@morganlewis.com
Correspondent Name:	MORGAN LEWIS & BOCKIUS LLP
Address Line 1:	1111 PENNSYLVANIA AVE., NW
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	066151-0064

PATENT
REEL: 047942 FRAME: 0616

NAME OF SUBMITTER:	ROBERT J GOODELL
SIGNATURE:	/Robert J Goodell/
DATE SIGNED:	03/01/2018
Total Attachments: 7 source=Kasita Patent Security Agreement#page1.tif source=Kasita Patent Security Agreement#page2.tif source=Kasita Patent Security Agreement#page3.tif source=Kasita Patent Security Agreement#page4.tif source=Kasita Patent Security Agreement#page5.tif source=Kasita Patent Security Agreement#page6.tif source=Kasita Patent Security Agreement#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 23rd day of February, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Greenfield Modular, LLC, as administrative agent ("Agent") for the benefit of the Purchasers (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of February 23, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement") by and among Kasita, INC., a Delaware corporation ("Parent"), Kasita Sales, LLC, a Texas limited liability company ("Kasita Sales"), Kasita Operations, LLC, a Texas limited liability company ("Kasita Operations"; Parent, Kasita Sales and Kasita Operations are sometimes individually referred to herein as an "Issuer" and collectively referred to herein as "Issuers" or "Issuer"), the Purchasers of the Notes named therein (the "Purchasers") and Agent, Agent and the Purchasers agreed to make certain financial accommodations available to Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and the Purchasers are willing to make the financial accommodations to Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date with the Note Purchase Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, this Patent Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security 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 "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all proceeds (as that term is defined in the UCC) and products of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new patent rights in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by facsimile, e-mail or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this


Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by facsimile, e-mail or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

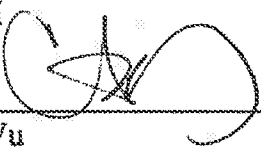
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

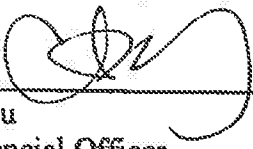
KASITA, INC.

By: 
Name: Casey Wu
Title: Chief Financial Officer

KASITA SALES, LLC

By: KASITA, INC.,
its sole member
By: 
Name: Casey Wu
Title: Chief Financial Officer

KASITA OPERATIONS, LLC

By: KASITA, INC.,
its sole member
By: 
Name: Casey Wu
Title: Chief Financial Officer

AGENT:

GREENFIELD MODULAR, LLC

By: _____
Name: Barry P. Marcus
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

KASITA, INC.

By: _____
Name: Casey Wu
Title: Chief Financial Officer

KASITA SALES, LLC

By: KASITA, INC.,
its sole member

By: _____
Name: Casey Wu
Title: Chief Financial Officer

KASITA OPERATIONS, LLC

By: KASITA, INC.,
its sole member

By: _____
Name: Casey Wu
Title: Chief Financial Officer

AGENT:

GREENFIELD MODULAR, LLC

By:  _____
Name: Barry P. Marcus
Title: Senior Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Kasita Inc.	USA	ENVIRONMENTAL CONTROL SYSTEM FOR MODULAR HOUSING UNIT	62/470205	2017-03-10
Kasita Inc.	USA	ENVIRONMENTAL CONTROL SYSTEM FOR MODULAR HOUSING UNIT	15/864964	2018-01-08
Kasita Inc.	USA	ASPECT ORIENTED CONTROL SYSTEM FOR DYNAMIC TOPOLOGY OF UTILITY DEVICES	62614853	2018-01-08
Kasita Inc.	USA	MODULAR HOUSING UNITS, REUSABLE SUPPORT STRUCTURE, AND UTILITY CONNECTOR	14/874458	2015-10-04
Kasita Inc.	USA	MODULAR HOUSING UNIT	29/599528	2017-04-07
Kasita Inc.	USA	STANDALONE AND COMBINABLE PERMANENT HOUSING SHELTERS THAT ARE PORTABLE, MODULAR, AND STACKABLE, AND THE METHODS OF TRANSPORT, CONNECTION, DOCKING, VERTICAL GRID ASSEMBLY, AND DEPLOYMENT	29/612166	2017-07-28

Schedule I
to Patent Security Agreement

PATENT
PATENT
REEL: 047942 FRAME: 0623-

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Kasita Inc.	USA	METHODS FOR MATCHING ENTITIES HAVING MODULAR HOUSING UNITS AND LANDOWNERS HAVING SUPERSTRUCTURES	15/621589	2017-01-13
Kasita Inc.	USA	METHOD AND SYSTEM FOR MATCHMAKING BETWEEN ENTITIES HAVING MODULAR HOME AND LANDOWNERS	62/349835	2016-06-14

Patent Licenses

- None

Schedule I
to Patent Security Agreement