PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6757166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date	
KATERRA INC.	06/10/2021	

RECEIVING PARTY DATA

Name:	SB INVESTMENT ADVISERS (UK) LIMITED	
Street Address: 1 CIRCLE STAR WAY		
City:	y: SAN CARLOS	
State/Country:	CALIFORNIA	
Postal Code:	94070	

PROPERTY NUMBERS Total: 66

Property Type	Number
Application Number:	15815193
Patent Number:	10533338
Patent Number:	10267053
Patent Number:	10081961
Patent Number:	10389134
PCT Number:	US2018038624
Patent Number:	10582598
Application Number:	15870799
Application Number:	15874547
Patent Number:	10608467
Patent Number:	10742030
Application Number:	29636725
Patent Number:	10790662
Patent Number:	10897138
PCT Number:	US1832123
Patent Number:	10432082
Patent Number:	10537005
Patent Number:	10448466
Patent Number:	10537004
Application Number:	16158211

PATENT REEL: 057261 FRAME: 0035

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Property Type	Number
Application Number:	16245066
Patent Number:	10713922
Application Number:	16237661
Patent Number:	10578254
Application Number:	16401027
Patent Number:	10787832
Application Number:	16733675
Application Number:	16733716
Application Number:	16577442
Application Number:	16734097
Application Number:	16734020
Application Number:	16734119
Application Number:	16721757
Application Number:	16721765
Application Number:	16721836
PCT Number:	US2020013032
Application Number:	16752500
Application Number:	62968728
Application Number:	16791712
Application Number:	16855334
Application Number:	16881664
Application Number:	16892167
Application Number:	16910883
Application Number:	16898962
Application Number:	17021804
Application Number:	16932507
Application Number:	17008035
Application Number:	17036961
Application Number:	17025760
Application Number:	16944492
Application Number:	63073609
Application Number:	16653032
Application Number:	16661007
Application Number:	16682093
Application Number:	16682104
Patent Number:	10975562
Patent Number:	10941546
Application Number:	16682192

Property Type	Number
Application Number:	16682682
Application Number:	16723284
Application Number:	16723497
Application Number:	16723530
Application Number:	16794004
Application Number:	16794007
Application Number:	16794014
Application Number:	16794020

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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.

Phone: 2123108000

Email: juan.arias@weil.com
Correspondent Name: AJINKYA JOSHI

Address Line 1: WEIL, GOTSHAL & MANGES LLP

Address Line 2: 767 FIFTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10153

NAME OF SUBMITTER:	AJINKYA JOSHI
SIGNATURE:	/AJINKYA JOSHI/
DATE SIGNED:	06/10/2021

Total Attachments: 13

source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page1.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page2.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page3.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page4.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page5.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page6.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page7.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page8.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page9.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page10.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page11.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page11.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page11.tif source=Katerra - Patent Security Agreement Executed_WEIL_98012015_3#page13.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of June 10, 2021 (this "<u>Agreement</u>"), by the GRANTORS set forth on the signature page hereto (each, a "<u>Grantor</u>"), in favor of SB Investment Advisers (UK) Limited, as Secured Party (in such capacity, the "<u>Secured Party</u>").

Reference is made to (i) that certain Debtor-In-Possession Security and Guaranty Agreement, dated as of June 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security and Guaranty Agreement"), among Katerra Inc., a Delaware corporation ("Katerra"), the Grantors party thereto and the Secured Party and (ii) that certain Senior Secured Super-Priority Debtor-in-Possession Promissory Note, dated as of June 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Note"), by and among, Katerra and SB Investment Advisers. Consistent with the requirements set forth in Section 9.1(e) of the DIP Note and Section 5.07(c) of the Security and Guaranty Agreement, the parties hereto agree as follows:

- SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security and Guaranty Agreement or the DIP Note, as applicable.
- SECTION 2. <u>Grant of Security Interest.</u> As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security and Guaranty Agreement, did and hereby does pledge, collaterally assign, mortgage and grant to the Secured Party, its successors and permitted assigns, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "<u>Patent Collateral</u>"):
 - A. all Patents, including those Patent registrations and pending applications in the United States Patent and Trademark Office listed on <u>Schedule I</u> hereto;
 - B. the right to sue third parties for past, present and future infringements of any Patent; and
 - C. all proceeds of and any right associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

- SECTION 3. Security and Guaranty Agreement. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security and Guaranty Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Patent Collateral are more fully set forth in the Security and Guaranty Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security and Guaranty Agreement, the terms of the Security and Guaranty Agreement shall govern.
- SECTION 4. <u>Termination</u>. In connection with any termination or release pursuant to the Security and Guaranty Agreement, the Secured Party hereby acknowledges its obligations thereunder, and agrees, upon any Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Patent Collateral under this Agreement.

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SECTION 5. <u>Governing Law</u>. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

GRANTORS:

KATERRA INC

By: Christopher Wells

Title: Chief Restructuring Officer

ACKNOWLEDGED AND ACCEPTED:

SB Investment Advisers (UK) Limited,

as Secured Party

By:

 $Name: \quad \text{saleh romein}$

Title: MANAGING PARTNER

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ELECTRICAL POWER DISTRIBUTION	ELECTRICAL POWER DISTRIBUTION SYSTEM AND METHOD	METHOD AND APPARATUS TO CONTROL ROCKING OF MULTIPLE SHEAR WALL PANELS SUBJECT TO A LOADING EVENT	METHOD AND APPARATUS TO MINIMIZE AND CONTROL DAMAGE TO A SHEAR WALL PANEL SUBJECT TO A LOADING EVENT	CONNECTOR FOR USE IN INTER-PANEL CONNECTIONS BETWEEN SHEAR WALL ELEMENTS	METHOD AND APPARATUS FOR CHECKING CONSTRUCTABILITY OF A BUILDING INFORMATION MODEL	Title
6.01.17	7/14/17	6/19/17	6/19/17	5/11/17	3/22/17	Priority Date
81/00/2	10/3/17	10/17/17	10/17/17	11/1/17	11/16/17	Filing Date
NATIONAL	8/20/19	9/25/18	4/23/19	1/14/20	ļ	Grant Date
62/532,945	62/532,945 62/523,194	62/521,963	62/521,963	62/505,036	62/475,047	Prov. App. Number
PCT/US2018/038 624	15/724,206	15/786,157	15/786,141	15/801,237	15/815,193	Application Number
	10389134	10081961	10267053	10533338	l	Patent Number
KATERRA INC.	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	Grantor

Note to Draft: Company shall use commercially reasonable efforts to record inventor assignment.

SCHEDULE I

DC BUS-BASED ELECTRICAL POWER ROUTER UTILIZING MULTIPLE CONFIGURABLE BIDIRECTIONAL	KES DESIGN PATENT	DYNAMIC LOAD BALANCING	SUPPLYING ELECTRICAL POWER TO MULTIPLE LOADS FROM MORE THAN ONE POWER SOURCE	METHOD AND APPARATUS FOR VISUAL AND EXPLORATORY MULTI- DIMENSIONAL SEARCH OF GEOGRAPHIC INFORMATION SYSTEM DATA	ACOUSTICALLY ABSORPTIVE SOLID VOLUME BUILDING ASSEMBLY	LIGHT EMITTING DIODE ACTIVATION CONTROL	SYSTEM AND METHOD	Title
4/3/18	2/9/18	1/12/18	1/12/18	1/18/18	1/12/18	11/2/17		Priority Date
4/3/18	2/9/18	1/12/18	1/12/18	1/18/18	1/12/18	11/2/17		Filing Date
9/29/20	•	8/11/20	3/31/2020		1	3/3/20	CHINA	Grant Date
	•		I	I	I			Prov. App. Number
15/944,720	29/636,725	15/870,846	15/869,555	15/874,547	15/870,799	15/802,380		Application Number
10790662	-	10742030	10608467	•	ı	10582598		Patent Number
KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)		Grantor

Note to Draft: Company shall use commercially reasonable efforts to record inventor assignment.

SCHEDULE I

METHOD AND APPARATUS FOR S/11/17 FEAL PROPERTY 5/10/18	ELECTROMECHANIC AL LOCKING APPARATUS AND METHOD AND APPARATUS FOR CONTROLLING THE SAME IN A REAL PROPERTY MONITORING AND CONTROL SYSTEM	LED LIGHT SOURCE LAMPSHADE WITH SELF-LOCKING AND 3/23/18 1/30/19 PRE-TIGHTENING DEVICE	METHOD AND APPARATUS FOR CONTROLLING DEVICES IN A REAL PROPERTY MONITORING AND CONTROL SYSTEM	METHOD AND APPARATUS FOR EXCHANGING MESSAGES WITH USERS OF A REAL PROPERTY MONITORING AND CONTROL SYSTEM	DOOR LOCKING 1/10/19 1/10/19	Title Phonty Date Film
/18	[9		1/18	1/18	/19	Filing Date
'	•	3/3/20	•	7/14/20	1	Grant Date
•			62/611,782 62/504,005 62/504,052	62/611,782 62/504,005 62/504,052		Number
EP18798074.3	16/401,027	16/262,652	16/237,661	16/237,650	16/245,066	Number
	•	10578254	•	10713922	1	Number
KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	KATERRA INC. (DELAWARE)	Grantor

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Title	Priority Date	Filing Date	Grant Date	Prov. App. Number	Application Number	Patent Number	Grantor
MONITORING AND CONTROL SYSTEM							
CONNECTOR FOR							
USE IN INTER-PANEL	5/11/17	11/15/19	9/29/20		16/686.029	10787832	KATERRA INC.
BETWEEN SHEAR WALL ELEMENTS				02/303,030			(DELAWARE)
[REDACTED:							V ATEDD A INIC
UNPUBLISHED APPLICATION]	1/4/19	1/3/20			16/733675		(DELAWARE)
[REDACTED:							KATERRA INC
UNPUBLISHED APPLICATION]	1/4/19	1/3/20			16/733716		(DELAWARE)
[REDACTED:							KATERRA INC.
APPLICATION]	12/3/18	12/3/19			16/577442		(DELAWARE)
[REDACTED:							KATERRA INC
UNPUBLISHED APPLICATION]	1/4/19	1/2/20			16/734097		(DELAWARE)
[REDACTED:	1/4/10	1555			1/22/000		KATERRA INC.
APPLICATION]	1/4/17	1/3/20			10//34020		(DELAWARE)
[REDACTED:							KATERRA INC
APPLICATION]	1/4/19	1/3/20			16//34119		(DELAWARE)
[REDACTED:							KATERRA INC
UNPUBLISHED APPLICATION	12/19/19	12/19/19			16/721,757		(DELAWARE)
[REDACTED:	12/10/10	12/10/10			1/17/17/5		KATERRA INC.
UNPUBLISHED APPLICATION]	12/19/19	12/19/19			16/721765		(DELAWARE)
[REDACTED:							KATERRA INC.
APPLICATION]	12/13/13	12/13/13	•	•	10//21830	•	(DELAWARE)

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62/504,005 62/504,052	10/710,003
62/504,005 62/504,052	16/910 883
62/611 782	16/892,167
•	CHINA 201880054061.2
62/851,328	16/881,664
62/836,859	16/855,334
	16/791712
62/968728	
-	16/752,500
I	PCT US2020/013032
Grant Date Prov. App. Number	Application Number

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		16/682.093	62/760,516		11/13/2019		BATH KIT
KATERRA INC		16/661,007	62/749,733		10/23/2019		WALL SYSTEM
KATERRA INC		16/653,032	62/745,924		10/15/2019		METHOD AND APPARATUS FOR ATTACHING PRE- FABRICATED WALLS TO FOUNDATION ANCHOR BOLTS
KATERRA INC (DELAWARE)			63/073609		9/2/20	9/2/20	[REDACTED: UNPUBLISHED APPLICATION]
(DELAWARE)		16/944,492	62/881,585		7/31/20	8/1/19	SHEAR WALL ASSEMBLY
(DELAWARE)		17/025,760	62/902,335		9/18/20	9/19/19	ADAPTIVE LUMBER MANAGEMENT
KATERRA INC (DELAWARE)		17/036,961	62/907,811		9/30/20	9/30/19	CROSS-LAMINATION TIMBER (CLT) JOINT
KATERRA INC (DELAWARE)		17/008,035	62/894,056		8/31/20	8/30/19	DOUBLE PLATE FLOOR PANEL
KATERRA INC (DELAWARE)		16/932,507			7/18/20	7/19/19	[REDACTED: UNPUBLISHED APPLICATION]
KATERRA INC (DELAWARE)		17/021,804			9/15/20	9/15/20	[REDACTED: UNPUBLISHED APPLICATION]
KATERRA INC (DELAWARE)	-	EP2018820687.4	1	-	6/20/18	7/21/17	ELECTRICAL POWER DISTRIBUTION SYSTEM AND METHOD
(DELAWARE)							UNPUBLISHED APPLICATION]
Grantor	Patent Number	Application Number	Prov. App. Number	Grant Date	Filing Date	Priority Date	Title

Note to Draft: Company shall use commercially reasonable efforts to record inventor assignment.

Note to Draft: Company shall use commercially reasonable efforts to record inventor assignment.

Note to Draft: Company shall use commercially reasonable efforts to record inventor assignment.

RECORDED: 06/11/2021

Note to Draft: Company shall use commercially reasonable efforts to record inventor assignment.

SCHEDULE I

6

Title AN ASSEMBLY SYSTEM TO CREATE BUILDING SYSTEM TO DESIGN A ASSEMBLY DEVICE FORMING A UNIT SYSTEM AND **DESIGN A BUILDING** UNIT DEVICE TO AND COMPUTER DEVICE METHOD OF LIBRARY **Priority Date** Filing Date 2/18/2020 2/18/2020 **Grant Date** Number 62/806,714 62/806,714 Prov. App Application Number 16/794,020 16/794,014 Patent Number KATERRA INC. KATERRA INC. Grantor