

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7539983

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|---|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SUNBELT IHCO LLC | 08/15/2022 |
| SUNBELT MODULAR INC. | 08/15/2022 |
| AMTEX ACQUISITION CORP. | 08/15/2022 |
| INDICOM BUILDINGS, INC. | 08/15/2022 |
| MR STEEL ACQUISITION CORP. | 08/15/2022 |
| PHOENIX MODULAR ACQUISITION CORP. | 08/15/2022 |
| SOUTHEAST MODULAR MFG. - ELLAVILLE, LLC | 08/15/2022 |
| AMTEX - N.M.S., INC. | 08/15/2022 |
| SPECIALIZED STRUCTURES, INC. | 08/15/2022 |
| AMTEX HOLDING COMPANY | 08/15/2022 |
| SUNBELT PURCHASER, INC. | 08/15/2022 |
| RECEIVING PARTY DATA | |
| Name: | THE HUNTINGTON NATIONAL BANK |
| Street Address: | 917 EUCLID AVENUE CM64 |
| City: | CLEVELAND |
| State/Country: | OHIO |
| Postal Code: | 44114 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14254679 |
| CORRESPONDENCE DATA | |
| Fax Number: | (703)712-5050 |
| <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: | 703-712-5000 |
| Email: | cbutler@mcguirewoods.com |
| Correspondent Name: | MCGUIREWOODS LLP |
| Address Line 1: | 1750 TYSONS BLVD |
| Address Line 2: | SUITE 1800 |
| Address Line 4: | TYSONS, VIRGINIA 22102-4215 |

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 2071530-0020 |
| NAME OF SUBMITTER: | CAMILLE J. BUTLER |
| SIGNATURE: | /CAMILLE J. BUTLER/ |
| DATE SIGNED: | 09/15/2022 |

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “IP Security Agreement”) is made as of August 15, 2022, among **SUNBELT IHCO LLC**, a Delaware limited liability company (“Parent”), **SUNBELT MODULAR INC.**, a Delaware corporation (“Sunbelt”), **AMTEX ACQUISITION CORP.**, a Delaware corporation (“Amtex”), **INDICOM BUILDINGS, INC.**, a Texas corporation (“Indicom”), **MR STEEL ACQUISITION CORP.**, a Delaware corporation (“MR Steel”), **PHOENIX MODULAR ACQUISITION CORP.**, a Delaware corporation (“Phoenix Modular”), **SOUTHEAST MODULAR MFG. – ELLAVILLE, LLC**, a Georgia limited liability company (“Southeast”), **AMTEX – N.M.S., INC.**, a Georgia corporation (“ANMS”), **SPECIALIZED STRUCTURES, INC.**, a Georgia corporation (“Specialized” and, together with Parent, Sunbelt, Amtex, Indicom, MR Steel, Phoenix Modular, Southeast and AMNS, “Borrowers”), **AMTEX HOLDING COMPANY**, a Delaware corporation (“Amtex Holding”) and **SUNBELT PURCHASER, INC.**, a Delaware corporation (“Purchaser” and, together with Amtex Holding, “Guarantors”; Borrowers and Guarantors, collectively, “Grantors” and each a “Grantor”) and **THE HUNTINGTON NATIONAL BANK**, a national banking association (together with its successors and assigns, “Lender”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Credit and Security Agreement, dated on or about the date hereof, by and among Grantors and Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans and extend other financial accommodations to Borrowers; and

WHEREAS, it is a condition precedent to the obligation of Lender to to make loans and extend other financial accommodations to Borrowers under the Credit Agreement that Grantors execute and deliver this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure all of the Obligations and Guaranteed Obligations, Grantors hereby grant to Lender a continuing security interest in all of the right, title and interest of each Grantor in and to all Intellectual Property rights held by such Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property (the “IP Collateral”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registrations, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C

attached hereto, including, without limitation, all common law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, any Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and such Grantor shall promptly give notice thereof in writing to Lender and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5. Power of Attorney. Each Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto), but after providing notice to such Grantor, Schedule A, Schedule B, Schedule C and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Copyright Office, the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of any Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse any Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all Obligations unconditionally and indefeasibly and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantors' request and sole expense) will promptly execute and deliver to Grantors (with such customary representations and warranties from a secured Lender releasing its lien as Grantors may reasonably request) such documents as Grantors may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Credit Agreement or other Loan Documents. The rights and remedies of Grantors and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

SUNBELT IHCO LLC

SUNBELT MODULAR INC.

AMTEX ACQUISITION CORP.

INDICOM BUILDINGS, INC.

MR STEEL ACQUISITION CORP.

PHOENIX MODULAR ACQUISITION CORP..

**SOUTHEAST MODULAR MFG. – ELLAVILLE,
LLC**

AMTEX – N.M.S., INC.

SPECIALIZED STRUCTURES, INC.

AMTEX HOLDING COMPANY

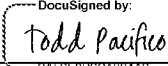
SUNBELT PURCHASER, INC

By:  _____
Name: Peter Pettit
Title: Vice President

[Intellectual Property Security Agreement]

LENDER:

THE HUNTINGTON NATIONAL BANK

By:  _____
Name: Todd Pacifico
Title: Senior Vice President

[Intellectual Property Security Agreement]

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B
PATENT COLLATERAL

Registered Patents

| Company or Subsidiary that is the Owner of the IP | Type of IP | Description of IP | Identification Number | Filing Date | Application or Registration Number | Jurisdiction in which IP is Registered |
|--|-------------------|------------------------------------|----------------------------------|---------------------|---|---|
| Sunbelt Modular Inc. | Patent | Locking Utility Pull Box Lid | 8,763,838 | January 11, 2013 | 14/254679 | United States |
| Sunbelt Modular Inc. | Patent | Locking Utility Pull Box Lid | 9,312,671 | April 16, 2016 | 13/739684 | United States |

Pending Patent Applications

None.

SCHEDULE C
TRADEMARK COLLATERAL

Registered Trademarks

None.

Pending Trademark Applications

None.

Unregistered Trademarks

None.

SCHEDULE D

DOMAIN NAMES

Domain Names:

SunbeltModular.com

MrSteel.com

AmtexCorp.com

AMP-Texas.com

PhoenixModular.com

Amerifabmodular.com

IndicomBuildings.com

SunbeltModularResidential.com