

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sustainable Modular Management, Inc.		06/23/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4382743	SMM SUSTAINABLE MODULAR MANAGEMENT	
Registration Number:	4344472	SUSTAINABLE MODULAR MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<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:	214.964.9427		
Email:	tatyana.rozenberg@hkllaw.com, maureen.drews@hkllaw.com		
Correspondent Name:	Tatyana Rozenberg		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	200 Crescent Court, Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Tatyana Rozenberg		
SIGNATURE:	/Tatyana Rozenberg/		
DATE SIGNED:	06/24/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of June 23, 2016, is made by SUSTAINABLE MODULAR MANAGEMENT, INC., a Texas corporation (the “*Grantor*”), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association (the “*Secured Party*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2016 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Grantor, the other Obligated Parties (as defined therein) party thereto, and Secured Party, Secured Party has severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor, the other Obligated Parties party thereto and Secured Party have entered into a Security Agreement of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”); and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Secured Party to enter into the Credit Agreement and to induce Secured Party to make its extensions of credit to Grantor and the other Obligated Parties under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Whereas, pursuant to the Security Agreement, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Secured Party and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “*Intellectual Property Collateral*”):

- (a) all of its Trade Secrets and Trade Secret Licenses;
- (b) all of its Copyrights and Copyright Licenses, including, without limitation, those copyright registrations and applications referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its Trademarks and Trademark Licenses, including, without limitation, those trademark registrations and applications referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its Patents and Patent Licenses, including, without limitation, those patents referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(g) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing and for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Secured Party pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by

facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

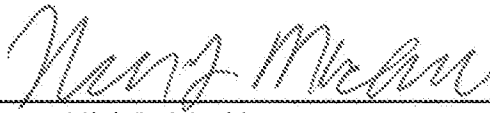
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Texas, without regard to conflict of law principles thereof, but giving effect to federal laws applicable to national banks.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SUSTAINABLE MODULAR MANAGEMENT, INC.,
a Texas corporation

By: 
Name: Nick L. Mackie
Title: Chairman/CEO/President

[Signatures Continue on Following Page]

ACCEPTED AND AGREED
as of the date first above written:

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: 

Name: Matt Love

Title: Senior Vice President

[End of Signature Pages]

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights and Copyright Licenses

None.

**Schedule 2
to
Intellectual Property Security Agreement**

Trademarks and Trademark Licenses

<u>Type of Property</u>	<u>Owned/Licensed</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Logo	Owned	4382743	August 13, 2013
Word mark	Owned	4344472	May 28, 2013

**Schedule 3
to
Intellectual Property Security Agreement**

Patents and Patent Licenses

None.

Schedule 3 to Intellectual Property Security Agreement

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RECORDED: 06/24/2016

**TRADEMARK
REEL: 005821 FRAME: 0965**