

06-15-2001



LY

Docket No.:

MIC100/13000

Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof.

101752062

1. Name of conveying party(ies):

**BuildNet, Inc., a Delaware corporation; The F.A.S.T. Management Group, Inc., a Washington corporation; BuildNet, Corp., a California corporation; Systems Analysis, Inc., a Texas corporation**

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

6-801

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 24, 2001

2. Name and address of receiving party(ies):

Name: MH2 Technologies, Ltd.

Internal Address: \_\_\_\_\_

Street Address: 5055 Keller Springs Road, Suite 100

City: Addison State: TX ZIP: 75001

Individual(s) citizenship

Association

General Partnership

Limited Partnership Texas

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,634,674

1,819,745

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Barry Bumgardner

Internal Address: Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

22-0365

06-08-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #34

DO NOT USE THIS SPACE

06/15/2001 DBYRNE 00000032 1634674

01 FC:481 40.00 DP  
02 FC:481 25.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Barry Bumgardner

Name of Person Signing

Signature

6/5/01

Date

Total number of pages including cover sheet, attachments, and document:

4

TRADEMARK

## TRADEMARK AGREEMENT

WHEREAS, BuildNet, Inc., a Delaware corporation (the "Company"), The F.A.S.T. Management Group, Inc., a Washington corporation ("FAST"), BuildNet, Corp., a California corporation ("BN California") and Systems Analysis, Inc., a Texas corporation ("SAI" and together with the Company, FAST and BN California, the "Pledgors"), own the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of that certain Letter Loan Agreement dated as of May 24, 2001, executed by the Pledgors and MH2 Technologies, Ltd., a Texas limited partnership ("Lender") (as the same may be amended and in effect from time to time, the "Agreement"), each Pledgor has granted to Lender, a security interest in certain assets of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under certain now owned and hereafter acquired Trademarks (as defined in the Agreement), Trademark applications and Trademark Licenses (as defined in the Agreement), and all products and proceeds thereof, to secure the payment and performance of the Obligations (as therein defined);

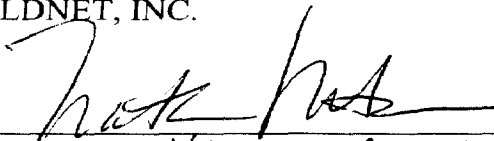
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Pledgor does hereby assign to Lender, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Lender, pursuant to the Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Agreement to be duly executed by its duly authorized officer thereunto as of the 24th day of May, 2001.

BUILDNET, INC.

By:   
Name: NATHAN MORTON  
Title: CEO

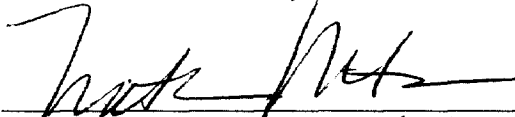
THE F.A.S.T. MANAGEMENT GROUP, INC.

By:   
Name: NATHAN MORTON  
Title: CEO

BUILDNET, CORP.

By:   
Name: NATHAN MORTON  
Title: CEO

SYSTEMS ANALYSIS, INC.

By:   
Name: NATHAN MORTON  
Title: CEO

Schedule 1  
to Trademark  
Agreement

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
BUILDSOFT	US	1,634,674	February 12, 1991
FIELDPEN	US	1,819,745	February 8, 1994

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

UNREGISTERED TRADEMARKS

None