

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM442340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sustainable Modular Management, Inc.		09/07/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Seacoast Capital Partners IV, L.P., as administrative agent		
Street Address:	55 Ferncroft Road, Suite 110		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	Limited Partnership: DELAWARE		
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:	2129537201		
<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:	214.981.9900		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Kristin L. Brandt		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	300 Crescent Court, Suite 400		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Kristin L Brandt		
SIGNATURE:	/klb/		
DATE SIGNED:	09/07/2017		
Total Attachments: 8			
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, INCLUDING WITHOUT LIMITATION, THE LIEN AND SECURITY INTERESTS GRANTED TO, AND THE RIGHTS AND REMEDIES OF, THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED, THE "INTERCREDITOR AGREEMENT") DATED AS OF SEPTEMBER 7, 2017, AMONG SEACOAST CAPITAL PARTNERS IV, L.P., AS THE "SUBORDINATED CREDITOR" THEREUNDER, CAMBIUM UNITED, LP, SUSTAINABLE MODULAR MANAGEMENT, INC., MMG BUILDING & CONSTRUCTION SERVICES, LLC, CAMBIUM BUILDING & CONSTRUCTION SERVICES, LLC, AND CHEM-CAN BUILDING & CONSTRUCTION SERVICES, LLC, AS "CREDIT PARTIES" THEREUNDER, AND TEXAS CAPITAL BANK, NATIONAL ASSOCIATION AS THE "ADMINISTRATIVE AGENT" THEREUNDER, INCLUDING WITHOUT LIMITATION, THE LIEN AND SECURITY INTERESTS GRANTED TO, AND THE RIGHTS AND REMEDIES OF, THE SUBORDINATED CREDITOR AND THE ADMINISTRATIVE AGENT.

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 September 7, 2017, is made by SUSTAINABLE MODULAR MANAGEMENT, INC., a Texas corporation (the "*Grantor*"), in favor of SEACOAST CAPITAL PARTNERS IV, L.P., a Delaware limited partnership ("*Seacoast*") as administrative agent (together with its successors and assigns in such capacity, "*Agent*") on behalf of itself and the Purchasers, as defined below (collectively, the "*Secured Parties*").

WITNESSETH:

WHEREAS, pursuant to the Note and Securities Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), among Grantor, the other Obligated Parties (as defined therein) party thereto, Agent and certain purchasers (collectively, the "*Purchasers*"), Purchasers have severally agreed to purchase Notes from Grantor (and the other Obligated Parties) upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor, the other Obligated Parties party thereto and Agent have entered into an 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 Purchase 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 Agent and the Purchasers to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes from Grantor and the other Obligated Parties under the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent 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 Agent, for the benefit of itself and Purchasers, and grants to Agent, for the benefit of itself and Purchasers, 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.

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 Agent, for the benefit of itself and Purchasers, pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent, for the benefit of itself and Purchasers, 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 Delaware, without regard to conflict of law principles thereof, but giving effect to federal laws applicable to national banks.

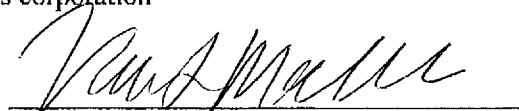
[Signature Pages Follow]

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]


[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

SEACOAST CAPITAL PARTNERS IV, L.P.

By: Seacoast IV Advisors, LLC,
Its: General Partner

By: 
Name: Thomas Gorman
Title: Manager

[End of Signature Pages]

[Signature Page to Intellectual Property Security Agreement]

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights and Copyright Licenses

None.

Schedule 2
to
Intellectual Property Security Agreement

Trademarks and Trademark Licenses

Type of <u>Property</u>	<u>Owned/Licensed</u>	Registration <u>Number</u>	Date of <u>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.