

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMB HOLDINGS LLC		02/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Bank: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85451867	BRICKWEB	
Registration Number:	3979691	BRICKLATH	
Serial Number:	87656322	OLD MILL THIN BRICK SYSTEMS	
Serial Number:	87656428	OLD MILL THIN BRICK SYSTEMS	
Serial Number:	87778617	COLONIAL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademark@buchalter.com		
Correspondent Name:	Lisa Levinson		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	c/o Buchalter A Professional Corporation		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	B7285-0316		
NAME OF SUBMITTER:	Lisa Levinson		
SIGNATURE:	/Lisa Levinson/		
DATE SIGNED:	02/28/2018		

CH \$140.00 85451867

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and OMB HOLDINGS LLC, a Delaware limited liability company ("Grantor") is made with reference to the Business Financing Agreement, dated as of February 28, 2018 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

OMB HOLDINGS LLC, a Delaware limited liability company

By: 

Name: John Van Slooten

Title: Manager

Address for Notices:
Attn: Garrick Hunsaker
14674 S 800 W
Bluffdale, UT 84065

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

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

GRANTOR:

OMB HOLDINGS LLC, a Delaware limited liability company

By: _____

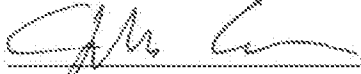
Name: _____

Title: _____

Address for Notices:
Attn: Garrick Hunsaker
14674 S 800 W
Bluffdale, UT 84065

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____

Name: Josh Connors

Title: VP

Address for Notices:
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist


<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
brickweb	85451867	4170816		July 10, 2012
BRICKLATH	77738162	3979691		May 15, 2009
Old Mill Thin Brick Systems	87656322			October 23, 2017
	87656428			October 23, 2017
Colonial	87778617			January 31, 2018
Old Mill - standard characters	Common law trademark right			
Old Mill Brick - standard characters	Common law trademark right			

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Fiber Enforced Thin Brick Sheet and Process	9556619	13278815	Issued	January 31, 2017
Fiber Enforced Thin Brick Sheet and Process	N/A	15380733	Published	N/A
Thin Brick Panel System	6516578	09781350	Issued	February 11, 2003
Panel for Thin Bricks and Related Systems and Methods of Use (continuation in part of 6,516,578)	7121051	10364182	Issued	October 17, 2006