

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467647

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:
RECEIVING PARTY DATA			
Name:	ASSURANCE MEZZANINE FUND III, L.P.		
Street Address:	509 W. COLONIAL DRIVE #100		
City:	ORLANDO		
State/Country:	FLORIDA		
Postal Code:	32804		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3979691	BRICKLATH	
Registration Number:	4170816	BRICKWEB	
Serial Number:	87656322	OLD MILL THIN BRICK SYSTEMS	
Serial Number:	87656428	OLD MILL THIN BRICK SYSTEMS	
Serial Number:	87778617	COLONIAL	
CORRESPONDENCE DATA			
Fax Number:	3057144340		
<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:	305-982-4094		
Email:	JROMAN@BERGERSINGERMANN.COM		
Correspondent Name:	Jazmine Roman c/o Berger Singerman		
Address Line 1:	1450 BRICKELL AVE., STE 1900		
Address Line 4:	MIAMI, FLORIDA 33131		
NAME OF SUBMITTER:	Jazmine Roman		
SIGNATURE:	/s/ Jazmine Roman		
DATE SIGNED:	03/29/2018		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 28, 2018, is made by and between OMB HOLDINGS LLC, a Delaware limited liability company ("Borrower") in favor of ASSURANCE MEZZANINE FUND III, L.P., a Delaware limited partnership ("Lender").

WHEREAS, Borrower has entered into a Loan Agreement of even date herewith (the "Loan Agreement"), with Lender; and

WHEREAS, as a condition precedent to Lender's making the loan contemplated by the Loan Agreement, Borrower and Lender have entered into that certain Security Agreement of even date herewith (the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Borrower has granted to Lender a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Patent and Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "Patent and Trademark Collateral"):

(a) the patents and patent applications set forth in Schedule I hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule II hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this Patent and Trademark Security Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Patent and Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

OMB HOLDINGS LLC

By: [Signature]
Name: John Van Slooten
Title: Manager

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was executed before me this 21st day of February, 2018, by John Van Slooten, as the Manager of OMB Holdings LLC, a Delaware limited liability company, on behalf of said company. He is personally known to me or produced a drivers license as identification.

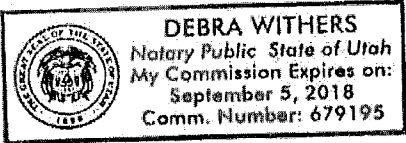
AGREED TO AND ACCEPTED:

LENDER:

ASSURANCE MEZZANINE FUND III, L.P.

Debra Withers
my Commission Expires
September 5, 2018

By: _____
Name:
Title:



IN WITNESS WHEREOF, Borrower has caused this Patent and Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

OMB HOLDINGS LLC

By: _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was executed before me this ___ day of _____, 2017, by _____, as the _____ of OMB Holdings LLC, a Delaware limited liability company, on behalf of said company. He is personally known to me or produced _____ as identification.

AGREED TO AND ACCEPTED:

LENDER:

ASSURANCE MEZZANINE FUND III, L.P.

By: *[Signature]*
Name: *SIDA D ELLIS*
Title: *Managing Partner*

SCHEDULE I

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Thin Brick Panel System	United States	6,516,578	2/11/03	Old Mill Brick Incorporated
Panel for Thin Bricks and Related Systems and Methods of Use (continuation in part of 6,516,578)	United States	7,121,051	10/17/06	Old Mill Brick Incorporated
Fiber Enforced Thin Brick Sheet and Process (Brickweb)	United States	9,556,619	1/31/2017	Old Mill Brick Incorporated

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
Fiber Enforced Thin Brick Sheet and Process (Brickweb continuation in part)	United States	15/380,733	12/15/2016	Old Mill Brick Incorporated

**SCHEDULE II
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
Bricklath – Standard character mark	United States	3979691	6/14/2011	Old Mill Brick, Inc.
Brickweb - Standard character mark	United States	4170816	7/10/12	Old Mill Brick, Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Record Owner
OLD MILL THIN BRICK SYSTEMS (Standard character mark)	United States	Pending	87656322	10/23/2017	Old Mill Brick, Inc.
OLD MILL THIN BRICK SYSTEMS (Design mark)	United States	Pending	87656428	10/23/2017	Old Mill Brick, Inc.
Colonial (standard character mark)	United States	Pending	87778617	1/31/2018	Old Mill Brick Incorporated