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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM516635

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAD URBAN INC.		03/25/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	EB NUEN MEMBER, LLC
Street Address:	7121 FAIRWAY DRIVE
Internal Address:	SUITE 410
City:	PALM BEACH GARDENS
State/Country:	FLORIDA
Postal Code:	33418
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	88065247	RAD BLOC
Serial Number:	88065238	RAD BLOC
Serial Number:	88065202	RAD BLOC

CORRESPONDENCE DATA

Fax Number: 9495676710

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.

Phone: 9495676700

Email: ipprosecution@orrick.com

Correspondent Name: Orrick Herrington & Sutcliffe LLP

Address Line 1: 2050 Main Street

Address Line 2: Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	Davin stockwell
SIGNATURE:	/Davin Stockwell/
DATE SIGNED:	03/29/2019

Total Attachments: 4 source=East Bay #page1.tif source=East Bay #page2.tif

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is entered into as of March 25, 2019, by RAD URBAN INC., a Delaware corporation ("Debtor"), in favor of EB NEUN MEMBER, LLC, a Delaware limited liability company ("Lender").

RECITALS:

- A. Pursuant to that Loan Agreement, dated as of the date hereof, by and among Lender and Debtor (as it may be amended or restated, the "Loan Agreement"), Lender has agreed to extend credit to Debtor on certain terms and conditions.
- B. A condition to Lenders' agreement to extend credit to Debtor is that Debtor must provide Lender a security interest in all of its intellectual property pursuant to that Intellectual Property Security Agreement dated as of the date hereof among Debtor, Lender, and the other parties thereto (as it may be amended or restated, the "IP Security Agreement").
- C. Debtor wishes to execute this Agreement to supplement the terms of the IP Security Agreement and to place of record Debtor's grant of a security interest to Lender in Debtor's patents, patent applications, and trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Debtor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

- 1. <u>UCC Security Interest in Registered Intellectual Property</u>. As security for the Obligations, Debtor hereby grants to Administrative Agent a security interest in the patents, patent applications, and trademark registrations described in <u>Schedule A</u> hereto and of record with the United States Patent and Trademark Office (the "USPTO").
- **2. Recordation.** Debtor hereby authorizes Administrative Agent to record this Agreement with the USPTO.
- 3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Lender under the IP Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the IP Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity.

[Signature pages follow]

This Patent and Trademark Security Agreement is dated as of the date first written above

DEBTOR:

RAD URBAN INC.,

a Delaware corporation

RM-

Name: Randa 1700 Miller

Its: CEO

[Signature Page to Patent and Trademark Security Agreement]

LENDER:

EB NEUN MEMBER, LLC,

a Delaware limited liability company

Ву: Name:

Cindy Woors Vice President Its:

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE A

Trademarks

Title	Serial No./Registration No.	Date Filed/Date Issued
RAD BLOC	88065247	August 3, 2018
RAD BLOC	88065238	August 3, 2018
RAD BLOC	88065202	August 3, 2018

Patent Applications

Title	Serial No./Registration No.	Date Filed/Date Issued
Block Construction of	16/047,282	July 27, 2018
Prefabricated Buildings		
Prefabricated Modular Buildings	16/047,291	July 27, 2018
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Prefabricated Modular Dwelling	62/537,713	July 27, 2017
Spaces		
Construction of Prefabricated	62/537,717	July 27, 2017
Modular Dwelling Spaces		

[Schedule to Patent and Trademark Security Agreement]

4143-0431-5675.3

TRADEMARK REEL: 006604 FRAME: 0710

RECORDED: 03/29/2019