

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edgebuilder Inc.		01/31/2020	Corporation: DELAWARE
Star Real Estate Holdings USA Inc.		01/31/2020	Corporation: DELAWARE
300 Park Street LLC		01/31/2020	Limited Liability Company: DELAWARE
56 Mechanic Falls Road, LLC		01/31/2020	Limited Liability Company: DELAWARE
KBS Builders Inc.		01/31/2020	Corporation: DELAWARE
ATRM Holdings, Inc.		01/31/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Gerber Finance Inc.		
Street Address:	8 West 40th Street 14th Floor		
City:	NYC		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1497077	WOODMASTER	
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:	scohen@lombardip.com		
Correspondent Name:	Sarah I. Cohen		
Address Line 1:	230 Park Ave 4th Floor West		
Address Line 4:	New York, NEW YORK 10169		
NAME OF SUBMITTER:	Sarah I. Cohen		
SIGNATURE:	/Sarah I. Cohen/		
DATE SIGNED:	04/08/2020		

OP \$40.00 1497077

Total Attachments: 12

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EXHIBIT I

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 31, 2020 is made by EdgeBuilder, Inc., a Delaware corporation, Glenbrook Building Supply, Inc., a Delaware corporation, Star Real Estate Holdings USA, Inc., a Delaware corporation, 300 Park Street, LLC, a Delaware limited liability company, 947 Waterford Road, LLC, a Delaware limited liability company, 56 Mechanic Falls Road, LLC, a Delaware limited liability company, KBS Builders, Inc., a Delaware corporation and ATRM Holdings, Inc., a Minnesota corporation (collectively, "Grantor") with an address of 53 Forest Avenue, Old Greenwich, CT 06870, in favor of GERBER FINANCE INC., a New York corporation ("Lender") with an address of 8 West 40th Street, 14th Floor, New York, New York 10018.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among EdgeBuilder, Inc., a Delaware corporation and Glenbrook Building Supply, Inc., a Delaware corporation ("Borrower") and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing,

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to all domain names and unregistered intellectual property on Schedule 2 attached hereto and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantor shall provide prompt written notice to Lender in the event that Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the

conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other commercially reasonable actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

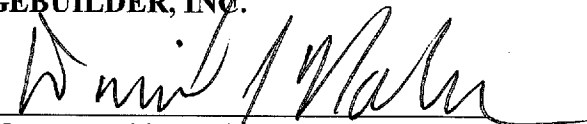
Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

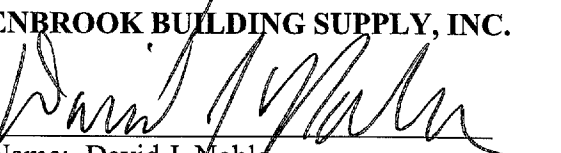
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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EDGEBUILDER, INC.

By: 
Name: David J. Noble
Title: Vice President

GLENBROOK BUILDING SUPPLY, INC.

By: 
Name: David J. Noble
Title: Vice President

[Signature Page to Intellectual Property Security Agreement-continued on next page]

STAR REAL ESTATE HOLDINGS USA, INC.

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer
300 PARK STREET, LLC

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer
947 WATERFORD ROAD, LLC

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer
56 MECHANIC FALLS ROAD, LLC

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer
KBS BUILDERS, INC.

By: Matthew Mosher
Name: Matthew Mosher
Title: General Manager
ATRM HOLDINGS, INC.

By: _____
Name: David J. Noble
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GERBER FINANCE INC.

By: _____
Name: Jennifer Palmer
Title: Chief Executive Officer

STAR REAL ESTATE HOLDINGS USA, INC.

By: David J. Noble
Name: David J. Noble
Title: President and Chief Executive Officer

300 PARK STREET, LLC

By: David J. Noble
Name: David J. Noble
Title: President and Chief Executive Officer

947 WATERFORD ROAD, LLC

By: David J. Noble
Name: David J. Noble
Title: President and Chief Executive Officer

56 MECHANIC FALLS ROAD, LLC

By: David J. Noble
Name: David J. Noble
Title: President and Chief Executive Officer

KBS BUILDERS, INC.

By: _____
Name: Matthew Mosher
Title: General Manager

ATRM HOLDINGS, INC.

By: David J. Noble
Name: David J. Noble
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GERBER FINANCE INC.

By: _____
Name: Jennifer Palmer
Title: Chief Executive Officer

[signatures continued from previous page]

STAR REAL ESTATE HOLDINGS USA, INC.

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer

300 PARK STREET, LLC

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer

947 WATERFORD ROAD, LLC

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer

56 MECHANIC FALLS ROAD, LLC

By: _____
Name: David J. Noble
Title: President and Chief Executive Officer

KBS BUILDERS, INC.


By: _____
Name: Matthew Mosher
Title: General Manager

ATRM HOLDINGS, INC.

By: _____
Name: David J. Noble
Title: President

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By:  _____
Name: Jennifer Palmer
Title: Chief Executive Officer

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None	N/A	N/A

2. PATENT APPLICATIONS

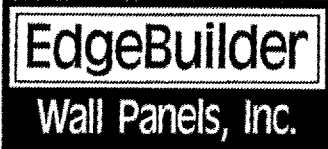
<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None	N/A	N/A

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None	N/A	N/A

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Edgebuilder Wall Panels, Inc, (acquired by Edgebuilder Inc.)		33663	3/17/2003
EdgeBuilder, Inc.	WOODMASTER	1497077	7/19/1988

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None	N/A	N/A

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None	N/A	N/A

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Owner</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Date</u>
ATRM Holdings, Inc,	ATRM Holdings Logo	VA0001963608	3/11/2015

2. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None	N/A	N/A

3. COPYRIGHT LICENSES



<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None	N/A	N/A

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. DOMAIN NAMES

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
KBS Builders, Inc.	kbs-homes.com	N/A	N/A
KBS Builders, Inc.	kbsmodelcenter.com	N/A	N/A
Glenbrook Building Supply, Inc.	Glenbrooklumber.com	N/A	N/A
ATRM Holdings, Inc,	atrmholdings.com	N/A	N/A
EdgeBuilder Inc.	Edgebuilderwallpanels.com	N/A	N/A
EdgeBuilder Inc.	Warmdry.com	N/A	N/A

2. UNREGISTERED TRADEMARKS AND TRADENAMES

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Glenbrook Building Supply, Inc.	Glenbrook Building Supply	N/A	N/A
EdgeBuilder Inc.	EdgeBuilder	N/A	N/A
KBS Builders, Inc.	KBS Building Systems	N/A	N/A
Glenbrook Building Supply, Inc.	 Glenbrook Building Supply, Inc. <small>Serving pro contractors since 1988.</small>	N/A	N/A
EdgeBuilder Inc.	 EdgeBuilder, Inc. Wall panels for the pro builder.	N/A	N/A