

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old Mill Brick, LLC		11/05/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Celtic Bank Corporation		
Street Address:	268 S State St, Ste 300		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3979691	BRICKLATH	
Registration Number:	4170816	BRICKWEB	
Registration Number:	5475555	OLD MILL THIN BRICK SYSTEMS	
Registration Number:	5475560	OLD MILL THIN BRICK SYSTEMS	
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>			
Phone:	8013206588		
Email:	lrinaldi@celticbank.com		
Correspondent Name:	Leslie Rinaldi		
Address Line 1:	268 S State St		
Address Line 2:	Ste 300		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Leslie K Rinaldi		
SIGNATURE:	// Leslie K Rinaldi //		
DATE SIGNED:	11/09/2020		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Old Mill Brick, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 5, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CELTIC BANK CORPORATION

Street Address: 268 S. STATE STREET, STE. 300

City: SALT LAKE CITY

State: UTAH

Country: USA Zip: 84111

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship UTAH
- Other _____ Citizenship _____

if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3979691

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Bricklath / Registration No.: 3979691 / Registration Date: June 14, 2011

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Celtic Bank Corporation

Internal Address: Leslie Rinaldi, General Counsel

Street Address: 268 S. State Street
Ste. 300

City: Salt Lake City

State: Utah Zip: 84111

Phone Number: 801-320-6588

Docket Number: _____

Email Address: lrinaldi@celticbank.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Leslie K. Rinaldi

Name of Person Signing

Signature

November 9, 2020

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1456, Alexandria, VA 22313-1450

Loan #: 17500327 & 17500328

Principal Loan Amount: \$4,500,000 & \$500,000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of 11/5/2020 is made by and Old Mill Brick, LLC, a Delaware limited liability company authorized to do business in the state of Utah ("Borrower") in favor of Celtic Bank Corporation (the "Lender"), a Utah state corporation.

WHEREAS, the Borrower has entered into Business Loan Agreements dated as of even date (the "Loan Agreement"), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of 11/5/2020 made by and among the Borrower and the Lender (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright 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 the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "IP Collateral"):

- (a) the patents and patent applications set forth in Schedule 1 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 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");
- (c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (e) 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
- (f) 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, dilution, 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 to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security 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 the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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JmC

Loan #: 17500327 & 17500328

Principal Loan Amount: \$4,500,000 & \$500,000

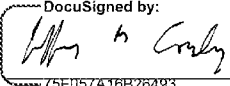
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart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

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

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

OLD MILL BRICK, LLC

DocuSigned by:
By:  11/5/2020
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Name: Jeffrey M. Conley

Title: Chief Executive Officer

Address for Notices:

Old Mill Brick LLC
14932 Concord Park Dr.
Bluffdale, UT 84065
Attn: Jeff Conley

Loan #: 17500327 & 17500328

Principal Loan Amount: \$4,500,000 & \$500,000

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

By: DocuSigned by:
Daniel Godfrey 11/5/2020
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Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

Celtic Bank Corporation
268 S. State Street, Suite 300
Salt Lake City, UT 84111
Attn: Leslie Rinaldi, General Counsel

Loan #: 17500327 & 17500328

Principal Loan Amount: \$4,500,000 & \$500,000

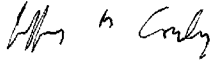
**SCHEDULE 2
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
BRICKLATH	US	3979691	June 14, 2011	Old Mill Brick, LLC (under Notice of Recordation and Assignment Document No. 900444386, dated May 29, 2018)
BRICK WEB	US	4170816	07/10/2012	Old Mill Brick, LLC (under Notice of Recordation and Assignment Document No. 900444386, dated May 29, 2018)
OLD MILL THIN BRICK SYSTEMS	US	5475555	05/22/2018	Old Mill Brick, LLC (under Notice of Recordation and Assignment Document No. 900444386, dated May 29, 2018)
OLD MILL THIN BRICK SYSTEMS	US	5475560	05/22/2018	Old Mill Brick, LLC (under Notice of Recordation and Assignment Document No. 900444386, dated May 29, 2018)

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]

DocuSigned by:

 11/5/2020
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Loan #: 17500327 & 17500328

Principal Loan Amount: \$4,500,000 & \$500,000

**SCHEDULE 3
COPYRIGHTS**

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]

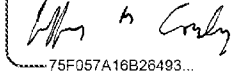
Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date

DocuSigned by:



11/5/2020

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