

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665580

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900625660		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FALKBUILT, INC.		06/17/2021	Corporation: DELAWARE
FALKBUILT LTD.		06/17/2021	Corporation: ALBERTA
2179086 ALBERTA LTD.		06/17/2021	Corporation: ALBERTA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	161 Bay Street, Suite 4410		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J2S1		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90324277	FALKBUILT	
Serial Number:	90304852	FALKBUILT DIGITAL COMPONENT CONSTRUCTION	
Serial Number:	90324148	ECHO	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	IPDEPT@LEWISRICE.COM		
Correspondent Name:	Bridget G. Hoy		
Address Line 1:	LEWIS RICE LLC, 600 WASHINGTON AVE		
Address Line 2:	Suite 2500, BOX IP Dept.		
Address Line 4:	ST. LOUIS, MISSOURI 63101		
NAME OF SUBMITTER:	Bridget Hoy		
SIGNATURE:	/Bridget Hoy/		
DATE SIGNED:	08/06/2021		

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of June 17, 2021 by and between (i) **SILICON VALLEY BANK**, a California banking corporation (“**Bank**”) and (ii) **2179086 ALBERTA LTD.**, a corporation existing under the Laws of the Province of Alberta, **FALKBUILT LTD.**, a corporation existing under the Laws of the Province of Alberta and **FALKBUILT, INC.**, a corporation existing under the Laws of the State of Delaware (each a “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof (as same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, an absolute transfer or an assignment of (a) any rights or interests in any license, contract, or agreement to which such Grantor is a party to the extent, but only to the extent, that such a grant of security interest therein or assignment thereof would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, contract or agreement or (b) any Intellectual Property Collateral, to the extent that any valid and enforceable law or regulation applicable to such property or rights therein prohibits the creation of a security interest in such property or rights therein or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant applicable law); provided that, with respect to each of the foregoing clauses (a) and (b), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Intellectual Property Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided further that, notwithstanding any such restriction in any of the foregoing the Intellectual Property Collateral shall, to the extent any such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Upon receipt of prior written notice from Bank, Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. 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.

6. 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.

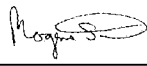
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


2179086 ALBERTA LTD.

By: 
Name: Mogens Smed
Title: President

FALKBUILT LTD.

By: 
Name: Mogens Smed
Title: President

FALKBUILT, INC.

By: 
Name: Mogens Smed
Title: President

BANK:

SILICON VALLEY BANK


By: 
Name: Christopher Leary
Title: Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patents and Patent Applications Number	Country	Owner
Wall System Patent Application No. 3076354	Canada	Falkbuilt Ltd.
End Brackets Patent Application No. 3096763	Canada	Falkbuilt Ltd.
Wall System Patent Application Number 16/814290	United States	Falkbuilt Ltd.
End Brackets Patent Application Number 62/948524 filed December 16, 2019	United States	Falkbuilt Ltd.

EXHIBIT C

Trademarks

Trademark	Country	Owner	Application No./Date	Status
FALKBUILT	Canada	Falkbuilt Ltd.	1978754 / August 1, 2019	Applied (Pending)
FALKBUILT	United States	Falkbuilt Ltd.	90324277	
Falkbuilt Digital Component Construction	United States	Falkbuilt Ltd.	90304852	
ECHO	Canada	2179086 Alberta Ltd.	1978667 / August 1, 2019	Applied (Pending)
ECHO	United States	2179086 Alberta Ltd.	90324148	

EXHIBIT D

Mask Works

None.