

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Volumetric Building Companies LLC		08/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6436933	COMPLEXITY SIMPLIFIED	
Registration Number:	6275463		
Registration Number:	6241492		
Registration Number:	6147458	VBC CONSTRUCTION	
Registration Number:	6147455	VBC MANUFACTURING	
Registration Number:	6147460	VBC STUDIO	
Registration Number:	6241453	VMX	
Serial Number:	88817157	VOLUMETRIC BUILDING COMPANIES	
Serial Number:	88831604	VOLUMETRIX	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	052434-0265		

OP \$240.00 6436933

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/16/2021
Total Attachments: 5 source=PIMCO VBC - Trademark Security Agreement Executed#page1.tif source=PIMCO VBC - Trademark Security Agreement Executed#page2.tif source=PIMCO VBC - Trademark Security Agreement Executed#page3.tif source=PIMCO VBC - Trademark Security Agreement Executed#page4.tif source=PIMCO VBC - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Alter Domus (US) LLC (“Alter Domus”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 16, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders from time to time party thereto and Alter Domus (US) LLC, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the

rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

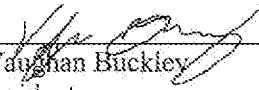
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

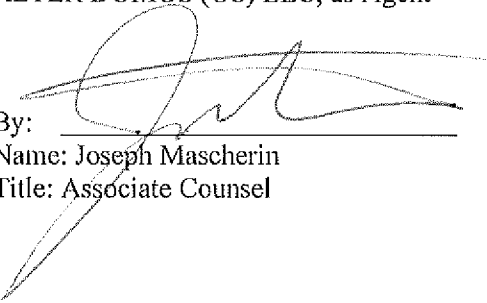
VOLUMETRIC BUILDING COMPANIES LLC, as
Grantor

By: 
Name: Vaughan Buckley
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC, as Agent


By: _____



Name: Joseph Mascherin
Title: Associate Counsel

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007392 FRAME: 0913

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
COMPLEXITY SIMPLIFIED	37	88823583 06-MAR-2020	6436933 03-AUG-2021
Design Only 	37, 40, 42	88817216 02-MAR-2020	6275463 23-FEB-2021
Design Only 	35	88823735 06-MAR-2020	6241492 05-JAN-2021
VBC CONSTRUCTION	37	88816780 02-MAR-2020	6147458 08-SEP-2020
VBC MANUFACTURING	40	88816746 02-MAR-2020	6147455 08-SEP-2020
VBC STUDIO	42	88816818 02-MAR-2020	6147460 08-SEP-2020
VMX	11	88800087 17-FEB-2020	6241453 05-JAN-2021
VOLUMETRIC BUILDING COMPANIES	37, 40, 42	88817157 02-MAR-2020	
VOLUMETRIX	37	88831604 12-MAR-2020	

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]