

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNBuilders, Inc.		12/23/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3885837	BNB	
Registration Number:	3885840	BNB	
Registration Number:	3885838	BNBUILDERS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,cynthia.duntz@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	03/01/2022		
Total Attachments: 6			
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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

This Security Interest Grant Intellectual Property (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Grant"), is entered into as of December 23, 2021, by **BNBuilders, Inc.**, a Washington corporation ("BNBuilders") in favor of **BMO Harris Bank N.A.**, a national banking association, as the administrative agent on behalf of the Lenders from time to time party to the Credit Agreement (the "Administrative Agent"). BNBuilders is referred to herein as a "Grantor." Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Credit Agreement (as defined below).

WHEREAS, the Grantor, the Guarantors and the other Loan Parties, the Administrative Agent and the Lenders have entered into that certain Credit Agreement dated as of the date herewith (as amended, restated, supplemented or otherwise modified from time to time, respectively the "Credit Agreement") and the Grantor and the Administrative Agent have entered into a Pledge and Security Agreement, dated as of the date hereof, with any additional entities become parties thereto (as amended, restated, supplemented or otherwise modified from time to time, respectively the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, each Grantor created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor have adopted, used and are using, and holds all right, title and interest in various intangible assets, including the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent a security interest in all of said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Each Grantor does hereby further acknowledge and affirms that the rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral, are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Credit Agreement, Security Agreement and this Grant shall be construed in accordance with and governed by the laws of the State of Ohio applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Credit Agreement, Security Agreement and the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Credit Agreement, Security Agreement or the Grant, shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Credit Agreement, Security Agreement or the Grant.

(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer as of the date first above written.

GRANTOR:

BNBUILDERS, INC., a Washington
corporation

By:

Name: Richard Finlay

Its: Chief Financial Officer

A handwritten signature in cursive script, appearing to read "Richard Finlay", is written over a horizontal dotted line. The signature is positioned to the right of the printed name and title.

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 007646 FRAME: 0918

Schedule A

Patents and Patent Applications

None

Schedule B

Trademark and Service Mark Registrations and Applications

<u>Mark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Owner</u>
BNB	RN: 3885837 SN: 85014068	Renewed, February 11, 2020	USA	BNBuilders, Inc
BNB and Design	RN: 3885840 SN: 85014090	Renewed, February 11, 2020	USA	BNBuilders, Inc
BNBuilders	RN: 3885838 SN: 85014076	Renewed, February 11, 2020	USA	BNBuilders, Inc
BNB	RN: CA 69370	Renewed, February 12, 2019	USA	BNBuilders, Inc
BNB and Design	RN: CA 0069370	Renewed, August 4, 2020	USA	BNBuilders, Inc
BNBuilders	RN: CA 69255	Renewed, February 12, 2019	USA	BNBuilders, Inc

Schedule C

Copyrights

None.