

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BILT INCORPORATED		10/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	14555 Dallas Parkway, Suite 100-202		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4981528	BILT	
Registration Number:	5349128	INTELLIGENT INSTRUCTIONS	
Registration Number:	5936447		
Serial Number:	88252027	BILT	
Serial Number:	88584092	STEPS	
Serial Number:	90843651	BILT	
Serial Number:	90843666	BILT	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1721176 TM		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		

OP \$190.00 4981528

DATE SIGNED:

06/29/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 19, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 14555 Dallas Parkway, Suite 100-202, Dallas, Texas 75254 ("Bank") and **BILT INCORPORATED**, a Delaware corporation, with its principal place of business located at 1000 Nolen Drive, Suite 400, Grapevine, Texas 76051 ("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 by and among Bank and Grantor dated as of the date hereof (as the 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 the Loans 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.

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

3. Authorization. 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 United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

BILT INCORPORATED

DocuSigned by:
By: Alimed Aureski
559D75DD6D7C4B5...

Title: President & Chief Operating Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Samantha Colletti
8523A52AFB9948D...

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B**Patents**

PATENT	STATUS	APP NO/ FILING DATE	PATENT NO/ REG DATE	Ref. No.
Enhanced Information Delivery Facility	Registered	14/971,514 12/16/2015	10,296,957 5/21/2019	BILT-UTL-003
ENHANCED INFORMATION DELIVERY DURING A CUSTOMER SUPPORT SESSION	Pending: Published	16/398,029 4/29/2019		BILT-UTL-003-C1
SYSTEM FOR ENHANCED DISPLAY OF INFORMATION ON A USER DEVICE	Registered	14/976,270 12/21/2015	10,067,654 9/4/2018	BILT-UTL-004
SYSTEM FOR ENHANCED DISPLAY OF INFORMATION ON A USER DEVICE	Registered	16/049,491 7/30/2018	10,761,693 9/1/2020	BILT-UTL-004-C1

EXHIBIT C

Trademarks



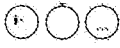
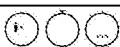
TRADEMARK	COUNTRY	STATUS	APP NO/ FILING DATE	REG NO/ REG DATE	Our Ref No.
BILT	United States	Registered	86/695,731 7/16/2015	4,981,528 6/21/2016	BILT-TM-001
BILT	United States	Allowed	88/252,027 1/7/2019		BILT-TM-005
BILT	Argentina	Registered	3472055 1/18/2016	2860092 12/26/2016	BILT-TM-001AR
BILT	Brazil	Registered	910526818 1/18/2016	910526818 2/8/2018	BILT-TM-001BR
BILT	Canada	Registered	1738116 7/20/2015	TMA972488 6/2/2017	BILT-TM-001CA
BILT	IR	Registered	1290592 7/16/2015	1290592 1/15/2016	BILT-TM-001IR
BILT	Kuwait	Registered	176670 1/17/2016	176670 9/26/2017	BILT-TM-001KW
BILT	UAE	Registered	246992 1/17/2016	246992 3/22/2017	BILT-TM-001AE
BILT	United States	Pending	88/252,027 1/7/2019		BILT-TM-005
BILT	Canada	Pending	2084636 2/12/2021		BILT-TM-005CA
INTELLIGENT INSTRUCTIONS	United States	Registered	87/340,868 2/17/2017	5,349,128 12/5/2017	BILT-TM-004
	United States	Registered	88/435,625 5/17/2019	5,936,447 12/17/2019	BILT-TM-007
	Canada	Pending	2013361 2/21/2020		BILT-TM-007CA
	United States	Pending	88/584,092 8/19/2019		BILT-TM-008
	Canada	Pending	2085035 2/17/2021		BILT-TM-008CA
BILT	United States	Pending	90/843,651 7/22/2021		BILT-TM-012
BILT	United States	Pending	90/843,666 7/22/2021		BILT-TM-013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None