

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799502

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Construction Virtuelle et Technologie BIM One Inc.		03/31/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as the Administrative Agent		
<b>Street Address:</b>	300 S. Tryon Street, Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6675105		
<b>Registration Number:</b>	5083907	BIM TRACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>			
<b>Phone:</b>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher		
<b>SIGNATURE:</b>	/s/ Terry L. Witcher		
<b>DATE SIGNED:</b>	03/31/2023		
<b>Total Attachments: 7</b>			
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## CANADIAN TRADEMARK SECURITY AGREEMENT

This **CANADIAN TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Construction Virtuelle et Technologie BIM One Inc. (the “**Grantor**”) in favour of Barings Finance LLC, as the Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantor and the Administrative Agent, acting in its capacity as hypothecary representative for the Secured Parties under Article 2692 of the Civil Code of Québec (in such capacity and any successor or assignee thereof in such capacity, the “**Representative**”), have entered into a deed of hypothec on March 31, 2023, before Mtre. Iness El-Lanty, notary (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Deed of Hypothec**”) pursuant to which the Grantor granted a hypothec to the Representative on, *inter alia*, the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Deed of Hypothec and used herein have the respective meanings given to such terms in the Deed of Hypothec.

#### *Hypothec*

Pursuant to the Deed of Hypothec, as security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor has granted to the Representative, a hypothec on all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral does not include any Excluded Assets:

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canadian Intellectual Property Office (the “**CIPO**”), including the trademark registrations and applications listed in Schedule A hereto as well as registrations and registration applications in the United States Patent and Trademark Office (the “**USPTO**”), including the trademark registrations and applications listed in Schedule B hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof;
- and (b) all goodwill connected with the use thereof and symbolized thereby,

all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

all other rights accruing thereunder or pertaining thereto throughout the world, and

to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

*[Intentionally Omitted].*

#### *Deed of Hypothec*

The Grantor hereby reaffirms the hypothec granted by it on the Trademark Collateral under the Deed of Hypothec and hereby acknowledges and affirms that the rights and remedies of the Representative with respect to the hypothec on the Trademark Collateral are fully set forth in the Deed of Hypothec. In the event that any provision of this Agreement is deemed to conflict with the Deed of Hypothec, the provisions of the Deed of Hypothec shall control.

#### *Recordation*

The Grantor hereby authorizes and requests that each of the CIPO and the USPTO record this Agreement.

#### *Termination*

This Agreement shall terminate and the hypothec on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than, in each case, (i) contingent indemnification obligations as to which no claim has been asserted, (ii) the Outstanding Amount of the L/C Obligations related to Letters of Credit that have been Cash Collateralized, back-stopped by a letter of credit reasonably satisfactory to the applicable L/C Issuer or deemed reissued under another agreement reasonably acceptable to the applicable L/C Issuer, (iii) obligations under the Secured Hedge Agreements and (iv) Cash Management Obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien and hypothec on the Trademark Collateral.

#### *Governing Law*

**THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO, THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF**

**THE PROVINCE OF QUÉBEC AND THE FEDERAL LAWS OF CANADA  
APPLICABLE THEREIN.**

*Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

*Language*

The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

*[Remainder of page intentionally left blank; signature pages follow.]*

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

**CONSTRUCTION VIRTUELLE ET  
TECHNOLOGIE BIM ONE INC.**


By: Kevin Murray  
Name: Kevin Murray  
Title: Secretary

**BARINGS FINANCE LLC,**  
as the Administrative Agent

By:  \_\_\_\_\_  
Name: Max McEwen  
Title: Managing Director

**SCHEDULE A**  
**to**  
**CANADIAN TRADEMARK SECURITY AGREEMENT**


Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Construction Virtuelle et Technologie BIM One Inc.	BIM TRACK	TMA975950
Construction Virtuelle et Technologie BIM One Inc		2058142



**SCHEDULE B**  
to  
**CANADIAN TRADEMARK SECURITY AGREEMENT**

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Construction Virtuelle et Technologie BIM One Inc.		6675105
Construction Virtuelle et Technologie BIM One Inc.	BIM TRACK	5083907