

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILVER CREEK INDUSTRIES LLC		06/06/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILVER CREEK MODULAR, LLC		
Street Address:	2830 BARRETT AVENUE		
City:	PERRIS		
State/Country:	CALIFORNIA		
Postal Code:	92571		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4626327	FASTER TIME TO REVENUE	
Registration Number:	4471859	SKY	
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>			
Email:	jarciniega@loeb.com		
Correspondent Name:	JORGE ARCINIEGA		
Address Line 1:	10100 SANTA MONICA BLVD, SUITE 2200		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	240371-10004		
NAME OF SUBMITTER:	Jorge Arciniega		
SIGNATURE:	/Jorge Arciniega/		
DATE SIGNED:	06/13/2023		
Total Attachments: 6			
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OP \$65.00 4626327

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is made as of June 6, 2023 (the “Effective Date”), by and among Silver Creek Modular, LLC, a California limited liability company (“Assignee”), Silver Creek Industries LLC, a California limited liability company (“Debtor”), Silver Creek Leasing LLC, a California limited liability company (“Silver Creek Leasing”) and Silver Creek Industries RS LLC, a California limited liability company (“Silver Creek Industries RS”, and collectively with Silver Creek Leasing, the “Other Debtors”). Debtor and the Other Debtors shall be collectively referred to as the “Assignors”, and each, an “Assignor”. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 31, 2023 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase either by itself or through one or more Buyer Designees, and Assignors have agreed to sell, convey, assign, transfer and deliver to Assignee or, in Assignee’s discretion, to one or more Buyer Designees, all of such Assignors’ respective right, title and interest in, to and under the Intellectual Property on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, on June 2, 2023, the United States Bankruptcy Court issued an Order authorizing Assignors to sell the Assets to Assignee or a Buyer Designee (the “Order”); and

WHEREAS, pursuant to the Purchase Agreement and the Order, Assignors have agreed to execute and deliver this IP Assignment by which the Intellectual Property included in the Assets is assigned and conveyed by Assignors to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement, it is hereby agreed that:

1. Intellectual Property Conveyance.

Each Assignor does hereby irrevocably and unconditionally:

a. sell, assign, transfer, convey, and deliver to Assignee all of such Assignor’s respective right, title and interest in, to and under all Intellectual Property including without limitation: (i) the Intellectual Property set forth in Exhibit A hereto; (ii) any inventions disclosed in any patents included in the Intellectual Property, including any patents issued on any applications included in such Intellectual Property and all reissues, reexaminations, continuations, continuations-in-part, continuing prosecution applications, requests for continued or continuing examination, divisionals, and all extensions, validations, nationalizations and foreign counterparts relating to any of the foregoing, including without limitation, certificates of invention, utility models and other governmental grants or issuances and any patents and patent applications that claim priority to or from any of the foregoing; (iii) any renewals to any Intellectual Property; (iv) the right to claim priority to any applications, registrations, or issuances of Intellectual Property, or any applications therefor including under any applicable domestic, foreign or international law

or treaty; (v) any goodwill associated with any of the foregoing; (vi) all rights to any proceedings of any nature available to or being pursued by Assignors to the extent related to the Intellectual Property, whether arising by way of counterclaim or otherwise, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (vii) rights, if any, to collect royalties or other payments under or on account of any of the Intellectual Property due or payable on or after the Effective Date, in each case, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this IP Assignment had not been made;

b. waive and agree to waive any "moral" rights with respect to the Intellectual Property, including but not limited to rights of attribution and integrity arising from all or any part of the copyrights, if any, included in the Intellectual Property, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to such Assignor of any such moral rights, in each case, to fullest extent permitted by applicable laws;

c. agree to execute, as reasonably requested in writing by Assignee, without material expense to any Assignor, such additional applications, assignments, declarations, affidavits, and any other papers as are reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Intellectual Property assigned to Assignee hereunder and to reasonably assist Assignee in perfecting such right, title and interest in Assignee; and

d. agree to initiate and cooperate with Assignee, without material expense to any Assignor, to complete the transfer process with respect to the domain names and URLs included in the Intellectual Property electronically from the applicable Assignor's account to Assignee's account(s) and server(s) to the extent reasonably required to transfer ownership and control of the domain names and URLs, and to execute and deliver, without material expense to any Assignor, such assignment and other documents as the registrar of such domain names and URLs may reasonably require in order to effectuate the transfer of control and ownership of such domain names and URLs from each Assignor to Assignee. Each Assignor agrees that this IP Assignment Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter of this IP Assignment. This IP Assignment may be submitted to the Uniform Domain-Name Dispute-Resolution Policy or any similar offices throughout the world, or to any other party, as evidence of Assignee's ownership.

2. Terms of the Purchase Agreement. This IP Assignment is being delivered pursuant to the Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Assignors and Assignee under the Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this IP Assignment. In the event of any conflict

between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall prevail.

3. Counterparts. This IP Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

4. Governing Law. This IP Assignment and all disputes or controversies arising out of or relating to this IP Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of 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]

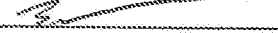
IN WITNESS WHEREOF, Assignors have executed this IP Assignment as of the Effective Date.

ASSIGNORS:


SILVER CREEK INDUSTRIES LLC

By: 
Name: James McGeever
Title: Managing Member

SILVER CREEK LEASING LLC

By: 
Name: James McGeever
Title: Managing Member

SILVER CREEK INDUSTRIES RS LLC


By: 
Name: James McGeever
Title: Managing Member

Assignee hereby accepts assignment of the Intellectual Property.

ASSIGNEE:

SILVER CREEK MODULAR, LLC

By: Parity Holdings, LLC,
its Manager


By: 
Name: Kyle Webb
Title: President

[Signature Page to IP Assignment]

TRADEMARK
REEL: 008199 FRAME: 0221

Exhibit A to Intellectual Property Assignment

Registered and Unregistered Trademarks

Mark	Registration No.	Goods/Services
FASTER TIME TO REVENUE	4626327	IC 6 - prefabricated fabric covered buildings made substantially of metal.
SKY	4471859	IC 6 - prefabricated buildings made substantially of metal
	N/A	Building constructions goods and services.

Domain Names

1. www.silvercreekmodular.com
2. www.silver-creek.net

[Exhibit A to IP Assignment]