

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM866909

<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>
NEXII BUILDING SOLUTIONS INC.		06/08/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HORIZON TECHNOLOGY FINANCE CORPORATION		
<b>Street Address:</b>	312 Farmington Avenue		
<b>City:</b>	Farmington		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06032		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90343047	NEXIITE	
<b>Serial Number:</b>	90343021	CHANGE THE BLUEPRINT. CHANGE THE PLANET.	
<b>Serial Number:</b>	88631986	NEXII	
<b>Serial Number:</b>	88462500	NEXII	
<b>Serial Number:</b>	88462491	NEXII	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025876391		
<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>	5025873400		
<b>Email:</b>	dnagle@stites.com		
<b>Correspondent Name:</b>	David W. Nagle, Jr.		
<b>Address Line 1:</b>	400 West Market St.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	David W. Nagle, Jr.		
<b>SIGNATURE:</b>	/david w. nagle, jr./		
<b>DATE SIGNED:</b>	01/09/2024		
<b>Total Attachments: 3</b>			

OP \$140.00 90343047

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schedule#page1.tif

source=Grant of Security Interest Trademarks - Nexii Building Solutions Inc(55515891.2) - signed with  
schedule#page2.tif

source=Grant of Security Interest Trademarks - Nexii Building Solutions Inc(55515891.2) - signed with  
schedule#page3.tif

GRANT OF SECURITY INTEREST  
TRADEMARKS

THIS GRANT OF SECURITY INTEREST ("Agreement"), dated as of June 8, 2022, is executed by NEXII BUILDING SOLUTIONS INC., a corporation existing under the laws of the province of British Columbia, with an address of 200-1455 West Georgia St., Vancouver, Canada V6G 2T3 ("Debtor"), in favor of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation, with an address of 312 Farmington Avenue, Farmington, Connecticut 06032, as Collateral Agent (as defined in the Loan Agreement), on behalf of Lender (as defined below) ("Secured Party").

A. Pursuant to a certain Amended and Restated Venture Loan and Security Agreement, dated as of June 8, 2022 (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and between Debtor, the other borrowers party thereto (collectively with Debtor, "Borrower"), Secured Party and the Lenders (as defined in the Loan Agreement, collectively "Lender"), Lender has agreed to extend credit to Borrower upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Loan Agreement, Debtor has granted to Secured Party and Lender a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party and Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

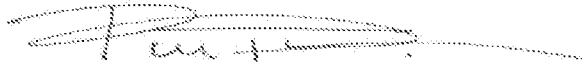
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party and Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of State of Connecticut.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

NEXII BUILDING SOLUTIONS INC.

A handwritten signature in black ink, appearing to read "Bill Tucker", is written over a horizontal line.

By: \_\_\_\_\_

Name: Bill Tucker

Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST  
TRADEMARKS

	<u>Application #</u>	<u>Registration #</u>	<u>Trade mark</u>
1	90343047		NEXIITE
2	90343021		CHANGE THE BLUEPRINT. CHANGE THE PLANET.
3	88631986		NEXII
4	88462500	6076377	N E X I I
5	88462491	6049448	NEXII

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST  
TRADEMARK APPLICATIONS

<u>Trademark</u> <u>Application</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
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Nil