

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI155919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IX DIGITAL, LLC		04/12/2024	Limited Liability Company: DELAWARE
IX SOFTWARE, LLC		04/12/2024	Limited Liability Company: DELAWARE
BUILDUS LLC		04/12/2024	Limited Liability Company: DELAWARE
BUILD CORPORATION COSTA RICA, S.R.L.		04/12/2024	Sociedad De Responsabilidad Limitada: COSTA RICA
RECEIVING PARTY DATA			
Company Name:	GEORGIA BANKING COMPANY		
Street Address:	1776 Peachtree Street, Suite 300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5338640	IMAGINEX CONSULTING	
Registration Number:	7320267	IMAGINEX	
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:	4048804744		
Email:	bglover@phrd.com		
Correspondent Name:	Brandon Glover		
Address Line 1:	303 Peachtree Street NE		
Address Line 2:	Suite 3600		
Address Line 4:	ATLANTA, GEORGIA 30308		
NAME OF SUBMITTER:	Parker Hudson		
SIGNATURE:	Parker Hudson		

CH \$65.00.00 87357197

DATE SIGNED:	04/12/2024
---------------------	------------

Total Attachments: 5

source=10. Trademark Security Agreement (ImagineX)#page1.tif

source=10. Trademark Security Agreement (ImagineX)#page2.tif

source=10. Trademark Security Agreement (ImagineX)#page3.tif

source=10. Trademark Security Agreement (ImagineX)#page4.tif

source=10. Trademark Security Agreement (ImagineX)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 12th day of April, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **GEORGIA BANKING COMPANY**, a Georgia banking corporation, in its capacity as administrative agent for the Lenders (used herein as defined in the Loan Agreement (as hereinafter defined)) (together with its successors and assigns, the “Agent”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among by and among, *inter alia*, **IX SOFTWARE, LLC**, a Delaware limited liability company (“Software”), **IX DIGITAL, LLC**, a Delaware limited liability company (“IX Digital”) together with the other Borrowers party thereto from time to time, whether individually or collectively as the context may require, the “Borrower”), **BUILDUS LLC**, a Delaware limited liability company (“BuildUS”) and **BUILD CORPORATION COSTA RICA, S.R.L.**, a Costa Rica Sociedad de Responsabilidad Limitada (“BuildCR”), the other Loan Parties (used herein as such term is defined in the Loan Agreement) party thereto from time to time, the Agent, and the lenders party thereto from time to time (the “Lenders”), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement to the Agent, for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby, intending to be legally bound hereby, agree as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **Grant of Security Interest in Trademark Collateral**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, to the extent not constituting Excluded Property, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without

limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each licensed trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. **Authorization To Supplement.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration, as and when set forth in the Loan Agreement. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Exhibit A to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Exhibit A shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Exhibit A.

6. **Counterparts.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. **Choice of Law; Waiver of Jury Trial.** This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRADEMARK COLLATERAL.**

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

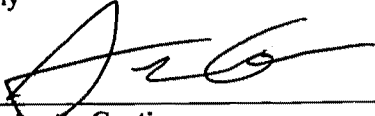
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed as of the date first above written.

GRANTORS:


IX DIGITAL, LLC, a Delaware limited liability company

By: 
Name: **Austin Curtis**
Title: Chief Financial Officer

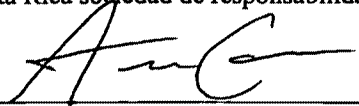
IX SOFTWARE, LLC, a Delaware limited liability company

By: 
Name: **Austin Curtis**
Title: Chief Financial Officer

BUILDUS LLC, a Delaware limited liability company

By: 
Name: **Austin Curtis**
Title: Chief Financial Officer

BUILD CORPORATION COSTA RICA, S.R.L.,
a Costa Rica sociedad de responsabilidad limitada

By: 
Name: **Austin Curtis**
Title: Manager

[Signatures continue on the following page.]

AGENT:

GEORGIA BANKING COMPANY

By: 


Name: **William C. Buchly**

Title: **Senior Vice President**

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
	United States	5,338,640	November 21, 2017
IMAGINEX	United States	7,320,267	March 5, 2024

Trademark Applications

None.