

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399183

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAP, SE		07/29/2016	Corporation: EUROPEAN UNION
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BILT, Inc.		
<b>Street Address:</b>	8824 Laurel Lane		
<b>City:</b>	Keller		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76248		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86695731	BILT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	trademarks@attentivelaw.com		
<b>Correspondent Name:</b>	Paul Ratcliffe		
<b>Address Line 1:</b>	42870 Meander Crossing Court		
<b>Address Line 4:</b>	Broadlands, VIRGINIA 20148		
<b>ATTORNEY DOCKET NUMBER:</b>	BILT-TM001		
<b>NAME OF SUBMITTER:</b>	Paul Ratcliffe		
<b>SIGNATURE:</b>	/paul ratcliffe/		
<b>DATE SIGNED:</b>	09/20/2016		
<b>Total Attachments: 6</b>			
source=BILT SAP Form Assignment of Trademark and Domain Name Final July 29, 2016 fully executed#page1.tif			
source=BILT SAP Form Assignment of Trademark and Domain Name Final July 29, 2016 fully executed#page2.tif			
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OP \$40.00 86695731



## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES (this "Assignment"), effective as of July 29, 2016 (the "Effective Date"), is made and entered into by and among BILT, Inc., a Delaware corporation (the "Assignee"), and SAP SE, a European Company (Societas Europaea, SE) established under the laws of Germany and the European Union, registered with the commercial register of the local court of Mannheim under HRB 719915 (the "Assignor"). Capitalized terms which are used but not otherwise defined in this Assignment will have the meaning ascribed to such terms in the Purchase Agreement.

A. Assignor and Assignee entered into that certain Asset Purchase Agreement, dated July 29, 2016 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase, among other things: (i) certain Trademarks and the trademark registrations therefor (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, which are owned by Assignor and used in connection with the Transferred Assets ("Acquired Trademarks"); and (ii) the Domain Names set forth on Schedule B hereto, which are owned by Assignor and used in connection with Transferred Assets ("Acquired Domain Names"); and

B. Assignor is the owner of each of the Acquired Trademarks and Acquired Domain Names and desires to assign all of Assignor's right, title and interest in and to the Acquired Trademarks and Acquired Domain Names to Assignee.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, agree as follows:

### 1. ASSIGNMENT OF TRADEMARKS

- a. Assignment. Effective upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all right, title and interest in and to the Acquired Trademarks, including all rights therein provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- b. Further Assurances. Assignor will timely execute and deliver any reasonably necessary additional documents and perform such reasonably necessary additional acts that may be required to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Acquired Trademarks. All costs pertaining to the assignment, recordation and further prosecution of the Acquired Trademarks shall be the sole responsibility of Assignee.
- c. Due Authorization. Assignor hereby authorizes and requests the Office of the Commissioner for Trademarks of the United States and any other official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Acquired Trademarks to and in the name of Assignee.

## 2. ASSIGNMENT OF DOMAIN NAMES

- a. Assignment. Effective upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all right, title and interest in and to the Acquired Domain Names, including all rights therein provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- b. Registrant Name Change. Within thirty (30) days following the Effective Date, Assignor will (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet Domain Name registrar for each Acquired Domain Name (the "Registering Authority"); (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority; and (iii) take any reasonably necessary actions in accordance with the policies and rules of the Registering Authority as required to transfer such Acquired Domain Names to Assignee.
- c. Further Assurances. Without limiting Paragraph 2.b hereof, Assignor will timely execute and deliver any reasonably necessary additional documents and perform such reasonably necessary additional acts that may be required to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Acquired Domain Names.
- d. Due Authorization. Assignor hereby authorizes and requests the applicable Internet Domain Name registrar to issue any and all registrations from any and all applications for registration included in the Acquired Domain Names to and in the name of Assignee.

## 3. MISCELLANEOUS

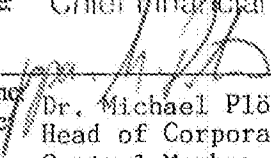
- a. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.
- b. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.
- c. Disclaimer and Waiver. Assignor disclaims all liability for any claims of trademark infringement and waives any objections to the registration of the Acquired Trademarks that may be raised by any trademark offices subsequent to the effective date of this Agreement.

*[Remainder of page intentionally left blank]*

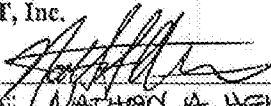
IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

SAP SE

By:   
Name: LUKA MUCIC  
Title: Chief Financial Officer

By:   
Name: Dr. Michael Plötner  
Title: Head of Corporate and  
Capital Market Law

BILT, Inc.

By:   
Name: NATHAN A. HENDERSON  
Title: CHAIRMAN & CEO

7/29/16

**SCHEDULE A**  
**TRADEMARKS**

**Registered Trademarks/Trademark Applications:**

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
SAP SE	BILT	Argentina	3472055			9	Pending
SAP SE	BILT	Australia	1290592			9	Pending
SAP SE	BILT	Bahrain	1290592			9	Pending
SAP SE	BILT	Brazil	910526818			9	Pending
SAP SE	BILT	Canada	1738116			9	Pending
SAP SE	BILT	China	1290592			9	Pending
SAP SE	BILT	CTM/EUTM	1290592			9	Pending
SAP SE	BILT	Egypt	1290592			9	Pending
SAP SE	BILT	India	1290592			9	Pending
SAP SE	BILT	Israel	1290592			9	Pending
SAP SE	BILT	Japan	1290592			9	Pending
SAP SE	BILT	Korea - Republic of (South)	1290592			9	Pending

SAP SE	<b>BILT</b>	Kuwait	176670			9	Pending
SAP SE	<b>BILT</b>	Mexico	1290592			9	Pending
SAP SE	<b>BILT</b>	New Zealand	1290592			9	Pending
SAP SE	<b>BILT</b>	Norway	1290592			9	Pending
SAP SE	<b>BILT</b>	Russian Federation	1290592			9	Pending
SAP SE	<b>BILT</b>	Switzerland	1290592			9	Pending
SAP SE	<b>BILT</b>	Turkey	1290592			9	Pending
SAP SE	<b>BILT</b>	Ukraine	1290592			9	Pending
SAP SE	<b>BILT</b>	United Arab Emirates	246992			9	Pending
SAP SE	<b>BILT</b>	United States of America	86695731			9	Pending
SAP SE	<b>BILT</b>	WIPO	1290592	1290592	15-Jan-16	9	Registered

**Unregistered Trademarks:**

BILT Assembly made easy

BILT assemble anything

BILT Logo (stylized with nut)

**SCHEDULE B**  
**DOMAIN NAMES**

**WWW.BILTAPP.COM**