

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KATERRA INC.		06/10/2021	Corporation:
UEB BUILDERS, INC.		06/10/2021	Corporation:
RECEIVING PARTY DATA			
Name:	SB Investment Advisers (UK) Limited		
Street Address:	1 Circle star way		
City:	san carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5647046	K	
Registration Number:	5647045	KATERRA	
Registration Number:	5973408	KATERRA	
Registration Number:	5162757	KATERRA	
Registration Number:	5801145	KODO	
Registration Number:	4358983	UEB UEB	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Ajinkya joshi		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	J. Ajinkya - 75162.0029		
NAME OF SUBMITTER:	AJINKYA JOSHI		
SIGNATURE:	/AJINKYA JOSHI/		

CH \$165.00 5647046

DATE SIGNED:	06/11/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 10, 2021 (this “Agreement”), by the GRANTORS set forth on the signature page hereto (each, a “Grantor”), in favor of SB Investment Advisers (UK) Limited, as Secured Party (in such capacity, the “Secured Party”).

Reference is made to (i) that certain Debtor-In-Possession Security and Guaranty Agreement, dated as of June 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security and Guaranty Agreement”), among Kattera Inc., a Delaware corporation (“Kattera”), the Grantors party thereto and the Secured Party and (ii) that certain Senior Secured Super-Priority Debtor-in-Possession Promissory Note, dated as of June 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “DIP Note”), by and among, Kattera and SB Investment Advisers. Consistent with the requirements set forth in Section 9.1(e) of the DIP Note and Section 5.07(c) of the Security and Guaranty Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security and Guaranty Agreement or the DIP Note, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security and Guaranty Agreement, did and hereby does pledge, collaterally assign, mortgage and grant to the Secured Party, its successors and permitted assigns, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Trademark Collateral”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. Security and Guaranty Agreement. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security and Guaranty Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Security and Guaranty Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security and Guaranty Agreement, the terms of the Security and Guaranty Agreement shall govern.

SECTION 4. Termination. In connection with any termination or release pursuant to the Security and Guaranty Agreement, the Secured Party hereby acknowledges its obligations thereunder, and agrees, upon any Grantor’s reasonable request, to execute and deliver to such Grantor (without recourse and

without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

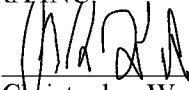
SECTION 5. Governing Law. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

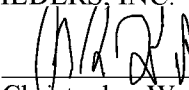
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

GRANTORS:

KATERRA INC

By: 
Name: Christopher Wells
Title: Chief Restructuring Officer

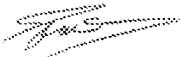
UEB BUILDERS, INC.

By: 
Name: Christopher Wells
Title: Chief Restructuring Officer

ACKNOWLEDGED AND ACCEPTED:

SB Investment Advisers (UK) Limited,

as Secured Party

By:  _____

Name: SALEH ROMEIH
Title: MANAGING PARTNER

SCHEDULE I

MARK	SERIAL NUMBER / APP. DATE	REGISTRATION NUMBER / REGISTRATION DATE	GRANTOR
K	87903638 02-MAY-2018	5647046 08-JAN-2019	KATERRA INC.
KATERRA	87903621 02-MAY-2018	5647045 08-JAN-2019	KATERRA INC.
KATERRA	86706642 28-JUL-2015	5973408 28-JAN-2020	KATERRA INC.
KATERRA	86981323 28-JUL-2015	5162757 14-MAR-2017	KATERRA INC.
KODO K	87648313 17-OCT-2017	5801145 09-JUL-2019	KATERRA INC.
UEB UEB	85581331 27-MAR-2012	4358983 25-JUN-2013	UEB BUILDERS, INC.