

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTUSE SOLUTIONS INC.		06/07/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK		
Street Address:	One Jericho Plaza, 3rd Floor		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88730683	SMARTUSE	
Serial Number:	85711154	SMART-USE	
CORRESPONDENCE DATA			
Fax Number:	3129800728		
<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:	312-269-8000		
Email:	marden@nge.com		
Correspondent Name:	Andrew S. Fraker		
Address Line 1:	Two North LaSalle Street, Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	031453.0009		
NAME OF SUBMITTER:	Andrew S. Fraker		
SIGNATURE:	/Andrew S. Fraker/		
DATE SIGNED:	06/11/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this "Agreement"), dated as of June 7, 2021, is by and between STERLING NATIONAL BANK, a national banking association (together with its successors and assigns, the "Secured Party") and SMARTUSE SOLUTIONS INC., a Quebec corporation, as grantor (the "Grantor").

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as February 19, 2021 (amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by and among the STACK CONSTRUCTION TECHNOLOGIES, INC., as borrower (the "Borrower"), the Grantor and the other loan parties a party thereto and the Secured Party, as lender, among other things, the Secured Party has agreed to make certain loans to the Borrower. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Borrower, but only upon the condition, among others, that the Grantor shall grant to the Secured Party a security interest in certain Copyrights, Patents and Trademarks owned by Grantor to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, the Grantor grants and pledges to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party

provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for such intellectual property rights that have been abandoned prior to the Closing Date and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Secured Party.

5. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.**

SIGNATURE PAGE FOLLOWS

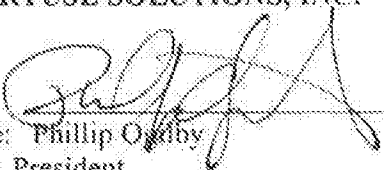
IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

45 Place Charles-Lemoyne, Suite 105,
Longueuil, Québec, J4K 5G5

SMARTUSE SOLUTIONS, INC.

By: 
Name: Phillip O'Leary
Title: President

SECURED PARTY:

Address of Secured Party:

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

STERLING NATIONAL BANK

By: _____
Name: John B. Hoesley
Title: Senior Managing Director

with a copy to:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

and

Sterling National Bank
4117 N. Hermitage
Chicago, IL 60613
Attention: John B. Hoesley

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SMARTUSE SOLUTIONS, INC.

45 Place Charles-Lemoyne, Suite 105,
Longueuil, Quebec, J4K 5G5


By: _____
Name: Phillip Ogilby
Title: President

SECURED PARTY:

Address of Secured Party:

STERLING NATIONAL BANK

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

By: 
Name: John B. Hoesley
Title: Senior Managing Director

with a copy to:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

and

Sterling National Bank
4117 N. Hermitage
Chicago, IL 60613
Attention: John B. Hoesley

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Owner	Mark	Application No / Filing date	Registration No / Registration date	Status	Goods/Services
SOLUTIONS SMARTUSE INC./SMARTUSE SOLUTIONS INC. 45 Place Charles-Lemoyne, Suite 105 Longueuil, Quebec CANADA J4K 5G5	SMARTUSE	88730683 / December 17, 2019	NA	Under examination (suspended)	Class 42: Software as a service (SaaS) provider featuring software for managing construction projects, workload assignments and workflow in the field of Architecture, Engineering, Construction and Design.
SOLUTIONS SMARTUSE INC./SMARTUSE SOLUTIONS INC. 45 Place Charles-Lemoyne, Suite 105 Longueuil, Quebec CANADA J4K 5G5	SMART-USE	85711154 / August 23, 2012	4661685 / December 20, 2014	Registered	Class 9: Facille tablet computers, design, engineering, architecture, and construction software; document annotation and management software.