

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aurora Flight Sciences Corporation		03/16/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Branch Banking And Trust
<b>Street Address:</b>	8200 Greensboro Drive
<b>Internal Address:</b>	Suite 1000
<b>City:</b>	McLean
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	Banking Association: NORTH CAROLINA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3684565	EXCALIBUR
Registration Number:	3264765	ORION HALL
Registration Number:	3208480	MARSFLYER
Registration Number:	3125657	PERSEUS WINGS TO THE EDGE OF SPACE
Registration Number:	2911582	GOLDENEYE BY AURORA
Registration Number:	3113667	AURORA FLIGHT SCIENCES
Registration Number:	2102783	CHIRON OPTIONALLY PILOTED AIRCRAFT
Serial Number:	77162755	THESEUS

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-885-3943  
 Email: dean.shahriari@troutmansanders.com  
 Correspondent Name: Dean Y. Shahriari, Ph.D.

**900186585**

**TRADEMARK  
 REEL: 004498 FRAME: 0960**

OP \$215.00 3684565

Address Line 1: Troutman Sanders LLP  
Address Line 2: 600 Peachtree Street, NE – Suite 5200  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	204750.000511
NAME OF SUBMITTER:	Dean Y. Shahriari, Ph.D.
Signature:	/Dean Y. Shahriari 56783/
Date:	03/16/2011

**Total Attachments: 10**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "**Assignment**") is made as of this 16th day of March, 2011, by AURORA FLIGHT SCIENCES CORPORATION, a Delaware corporation (the "**Assignor**") having an address of 9950 Wakeman Drive Manassas, Virginia 20110, in favor of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking association (the "**Bank**") having an address of 8200 Greensboro Drive, Suite 1000 McLean, Virginia 22102.

### RECITALS

A. The Bank has made available to Assignor a revolving credit facility (the "**Revolving Credit Facility**") pursuant to the provisions of a certain Amended and Restated Loan and Security Agreement dated March 26, 2010 by and between the Bank and the Assignor (as amended, restated, supplemented or otherwise modified, the "**Loan Agreement**").

B. The Bank has also made available to Assignor certain letter of credit facilities (the "**Letters of Credit**"; together the Revolving Credit Facility, collectively the "**Credit Facilities**") pursuant to the provisions of (i) a certain Letter of Credit Reimbursement Agreement dated December 1, 2005 by and among, Assignor, Aurora Flight Sciences of West Virginia, Inc. and the Bank (the "**2005 Reimbursement Agreement**"), and (ii) a certain Reimbursement Agreement, dated March 1, 2008 by and among Assignor, Aurora Flight Sciences of West Virginia, Inc., Payload Systems, Inc. and the Bank (the "**2008 Reimbursement Agreement**"; together with the Loan Agreement and the 2005 Reimbursement Agreement, collectively the "**Credit Documents**"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement.

C. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "**Trademarks**").

D. The Credit Documents contain security agreements under which the Assignor has granted to the Bank, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Bank is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Credit Documents.

E. The Bank desires to have the interest of the Bank in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

F. As collateral security for the Obligations, whether arising under the Credit Documents, the Loan Documents or otherwise, the Assignor has agreed to assign to the Bank the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I  
ASSIGNMENT

In consideration of and pursuant to the terms of the Credit Documents and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Bank all of its present and future right, title and interest in and to, and grants to the Bank, a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of a Default and notice to the Assignor from the Bank, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Bank or in favor of such person as the Bank may designate, and may be the subject of such confirmatory instruments as the Bank may elect, which instruments shall be conclusive evidence of the Default and absolute assignment.

ARTICLE II  
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Bank, and shall be deemed to represent and warrant to the Bank at the time an Advance is made or a letter of credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

(a) The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

(b) Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

(c) Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

(d) The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III  
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, the Commitment has been terminated or has expired and all letters of credit have been cancelled or have expired:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Bank's rights under this Assignment.

(b) It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

(c) If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Bank prompt written notice thereof along with an amended SCHEDULE A.

(d) The Assignor shall, at the Bank's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

(a) Except as permitted by the provisions of the Credit Documents, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, the Commitment has been terminated or has expired and all letters of credit have been cancelled or have expired.

(b) Except as permitted by the provisions of the Credit Documents, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, the Commitment has been terminated or has expired and all letters of credit have been cancelled or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Bank, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. The Assignor shall pay any expenses incurred in connection with such applications and shall pay to the Bank upon demand any fees or expenses incurred by the Bank in connection therewith in accordance with Section 3.3 of this Assignment. The Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Bank.

(c) Prior to the occurrence and continuance of a Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if necessary, at its own expense, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to a Default that is continuing, the Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and reasonable expenses,

including attorneys' fees, as they arise incurred by the Bank in the fulfillment of the provisions of this paragraph.

(d) If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Bank may do so in the Assignor's name or in the Bank's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Bank in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

(e) The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

(f) The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

### Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Bank upon demand any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Bank in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Bank's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Bank.

## ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

### Section 4.1 Assignor Use.

Prior to the occurrence and continuance of a Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Credit Documents, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Bank.

### Section 4.2 Certain Bank Rights.

The Assignor hereby covenants and agrees that the Bank, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Virginia, and under any other applicable law may, following a Default, upon notice to the Assignor, and thereafter if such Default is continuing, terminate the license set forth in Section 4.1 (Assignor Use) and may take such other action permitted hereunder, under the Credit Documents or under the other Loan Documents or permitted by applicable laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

For such purposes, and in the event of a Default hereunder or in the Obligations, the Assignor upon the occurrence of a Default hereby authorizes and empowers the Bank to make, constitute and appoint any officer of Bank as the Bank may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Bank or in the name of the Assignor or otherwise, for the use and benefit of the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Credit Documents, the Loan Documents and other obligations and until all of the Obligations to the Bank are satisfied in full and the Commitment and letters of credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Credit Documents and the Loan Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of the Commitment and all letters of credit, the Bank shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Credit Documents or the Loan Documents shall operate as a waiver thereof, and all of the Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Documents or by the Loan Documents, or by any other future agreements between the Assignor and the Bank or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V  
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Bank" under the Credit Documents.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Credit Documents and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the Commonwealth of Virginia.

[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

AURORA FLIGHT SCIENCES CORPORATION



By: Ralph Koch (SEAL)  
Name: Ralph Koch  
Title: Vice President

Approved and Accepted:

BRANCH BANKING AND TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

City of Washington, District of Columbia, TO WIT:

On this 15th day of March, 2011, before me personally appeared Ralph Koch, to me known and being duly sworn, deposes and says that he is the Vice President of Aurora Flight Sciences Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

Ellen H. Schenck  
Notary Public

My Commission Expires: April 14, 2012  
My Registration No.: \_\_\_\_\_

ELLEN H. SCHENCK  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires April 14, 2012

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

AURORA FLIGHT SCIENCES CORPORATION

\_\_\_\_\_

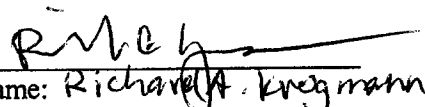
By: \_\_\_\_\_(SEAL)

Ralph Koch  
Vice President

Approved and Accepted:

BRANCH BANKING AND TRUST COMPANY

By:

  
Name: Richard A. Kregmann  
Title: SVP

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

On this \_\_th day of March, 2011, before me personally appeared Ralph Koch, to me known and being duly sworn, deposes and says that he is the Vice President of Aurora Flight Sciences Corporation, a Delaware corporation, the Assignor; that he signed the Assignment as Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

\_\_\_\_\_  
Notary Public





My Commission Expires: \_\_\_\_\_

My Registration No.: \_\_\_\_\_

SCHEDULE A

LIST OF TRADEMARKS

A. U.S. Registered Trademarks

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
EXCALIBUR	9/15/09	3,684,565
ORION HALL	7/17/07	3,264,765
MARSFLYER	2/13/07	3,208,480
	8/8/06	3,125,657
	12/14/04	2,911,582
	7/11/06	3,113,667
	10/1/97	2,102,783

B. U.S. Trademark Applications for Registration

<u>Mark</u>	<u>Application Date</u>	<u>Application Serial Number</u>
THESEUS	4/23/07	77/162,755

SCHEDULE B

NONE