OP \$65.00 4035381

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM351013 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UAV COMMUNICATIONS, INC.		08/10/2015	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL
Street Address:	100 King Street West, 11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4035381	PARA-ROBOTICS
Registration Number:	3875877	BOSH GLOBAL SERVICES

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Chapman and Cutler LLP
Address Line 1: 111 West Monroe Street
c/o Gregory T. Pealer
Address Line 4: Chicago, ILLINOIS 60603

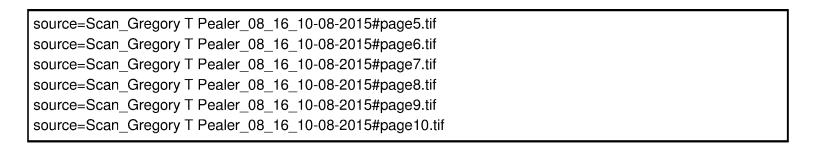
NAME OF SUBMITTER: Chapman and Cutler LLP

SIGNATURE: /Michael Barys/

DATE SIGNED: 08/11/2015

Total Attachments: 10

source=Scan_Gregory T Pealer_08_16_10-08-2015#page1.tif source=Scan_Gregory T Pealer_08_16_10-08-2015#page2.tif source=Scan_Gregory T Pealer_08_16_10-08-2015#page3.tif source=Scan_Gregory T Pealer_08_16_10-08-2015#page4.tif



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.			
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?			
UAV COMMUNICATIONS, INC.	Name: BANK OF MONTREAL			
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: Virginia	Street Address: City: 100 King Street West, 11th Floor State: Toronto, Ontario			
Other	Country:Canada Zip: M5X 1A1 Individual(s) Citizenship Association Citizenship Partnership Citizenship			
3. Nature of conveyance/Execution Date(s): Execution Date(s) August 10, 2015 Assignment Merger Security Agreement Change of Name Other	Limited Partnership Citizenship Corporation Citizenship Other Bank Citizenship Canadian If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text None	d identification or description of the Trademark. B. Trademark Registration No.(s) 3875877 and 4035381 Additional sheet(s) attached? Yes No			
C. Identification or Description of Trademark(s) (and Filing				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Chapman and Cutler LLP	6. Total number of applications and registrations involved:			
Internal Address: c/o Gregory T. Pealer	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Street Address: 111 West Monroe Street	Authorized to be charged to deposit account Enclosed			
City: Chicago	8. Payment Information:			
State: Illinois Zip:60603				
Phone Number: 312-845-2955				
Docket Number: 4183000	Deposit Account Number			
Email Address:	Authorized User Name			
9. Signature, for Chapr	nan and Cutler LLP August 10, 2015			
Signature Gregory T. Pealer, Senior Paralegal	Date Total number of pages including cover 10			
Name of Person Signing	sheet, attachments, and document:			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated August 10, 2015, is made by UAV COMMUNICATIONS, INC., a Virginia corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to as the "Lender").

WHEREAS, the Grantor has entered into a Security Agreement dated as of August 10, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Lender. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- Section 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):
 - (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
 - (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
 - (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
 - (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

Intellectual Property Security Agreement 3831228.01.01.B.docx 4183000

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- Section 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.
- Section 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- Section 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.
- Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated August 7, 2015, is made by UAV COMMUNICATIONS, INC., a Virginia corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to as the "Lender").

WHEREAS, the Grantor has entered into a Security Agreement dated as of August 7, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Lender. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- Section 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):
 - (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
 - (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
 - (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
 - (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

Intellectual Property Security Agreement 3831228.01.01.B.docx 4183000

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UAV COMMUNICATIONS, INC., as Grantor

	By lule
	Name: Michael Archuleta Title: President
ACCEPTED AND ACKNOWLEDGED BY	
BANK OF MONTREAL, Chicago Bran	ch, as Lender
By:	
Name:	
Title:	
Bv:	
V	
Name:	

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UAV COMMUNICATIONS, INC..., as Grantor

E	By: Name: Title:
ACCEPTED AND ACKNOWLEDGED BY:	
BANK OF MONTREAL, as Lender	
By Name: Randon Gardley Title: Vice President	
By:	
Name: Title:	

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

SCHEDULE B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

I. TRADEMARK REGISTRATIONS

	Mark	Owner	Jurisdiction	Status	Appln. No./ File Date	Reg. No./ File Date
1	BOSH GLOBAL	UAV Communications, Inc. d/b/a Bosh Global	U.S.	REG	77895373 12/17/09	3875877 11/16/10
	SERVICES	Services			12/17/09	11/10/10
2	PARA- ROBOTICS	UAV Communications, Inc.	U.S.	REG	77659708 01/29/09	4035381 10/04/11

II. TRADEMARK APPLICATIONS

None.

III. DOMAIN NAMES

	Domain Name	Owner	Created	Expiration/ Renewal Date	Registry
1	BOSHSYSTEMS.COM	No longer re	egistered	02/13/13	Register.com
2	PARAROBOTICS.NET	No longer re	egistered	09/18/14	Register.com
3	PARA-ROBOTICS.COM	Registration Private*	09/18/08	09/18/15	Register.com
4	PARA-ROBOTICS.NET	Registration Private*	09/18/08	09/18/15	Register.com
5	PARA-ROBOTICS.BIZ	Registration Private*	01/15/09	01/14/16	Godaddy.com
6	PARABOTICS.BIZ	Registration Private*	01/15/09	01/14/16	Godaddy.com
7	PARAROBOTICS.BIZ	Registration Private*	01/15/09	01/14/16	Godaddy.com
8	PARA-ROBOTICS.ORG	Registration Private*	01/15/09	01/15/16	Godaddy.com

9	PARABOTICS.NET	Registration Private*	01/15/09	01/15/16	Godaddy.com
10	PARABOTICS.ORG	Registration Private*	01/15/09	01/15/16	Godaddy.com
11	PARAROBOTICS.ORG	Registration Private*	01/15/09	01/15/16	Godaddy.com
12	BOSHCAM.COM	Registration Private*	04/11/12	04/11/16	Godaddy.com
13	BOSHCORP.COM	Registration Private*	04/11/12	04/11/16	Godaddy.com
14	PARAUAVCOMM.COM	Registration Private*	05/02/08	05/02/16	Register.com
15	UNMANNEDSYSTEMSSERVICES. COM	Registration Private*	05/02/08	05/02/16	Register.com
16	UNMANEDSYSTEMS.COM	Registration Private*	05/19/08	05/19/16	Register.com
17	UAVCOMM.COM	Registration Private*	11/15/03	11/15/16	Godaddy.com
18	BOSHGLOBALSERVICES.BIZ	Registration Private*	01/15/09	01/14/18	Godaddy.com
19	BOSHGLOBALSERVICES.COM	Registration Private*	01/15/09	01/15/18	Godaddy.com
20	BOSHGLOBALSERVICES.NET	Registration Private*	01/15/09	01/15/18	Godaddy.com
21	BOSHGLOBALSERVICES.ORG	Registration Private*	01/15/09	01/15/18	Godaddy.com
22	BOSHGS.BIZ	Registration Private*	01/20/09	01/19/18	Godaddy.com
23	BOSHGS.COM	Registration Private*	01/20/09	01/20/18	Godaddy.com
24	BOSHGS.NET	Registration Private*	01/20/09	01/20/18	Godaddy.com
25	BOSHGS.ORG	Registration Private*	01/20/09	01/20/18	Godaddy.com

^{*}The Company is the owner of this domain name.

SCHEDULE C

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS		
I.	COPYRIGHT REGISTRATIONS	
None.		
II.	COPYRIGHT APPLICATIONS	
None.		
III.	COPYRIGHT LICENSES	
None.		

TRADEMARK REEL: 005597 FRAME: 0404

RECORDED: 08/11/2015