

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aurora Flight Sciences Corporation		03/11/2016	Corporation: DELAWARE
Aurora Flight Sciences of West Virginia, Inc.		03/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, national association		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3113667	AURORA FLIGHT SCIENCES	
Registration Number:	3125657	PERSEUS WINGS TO THE EDGE OF SPACE	
Registration Number:	3208480	MARSFLYER	
Registration Number:	2911582	GOLDENEYE BY AURORA	
Registration Number:	3684565	EXCALIBUR	
Registration Number:	2102783	CHIRON OPTIONALLY PILOTED AIRCRAFT	
Registration Number:	4041726	SKATE	
Registration Number:	4465301	SKATE AURORA FLIGHT SCIENCES	
Serial Number:	86258879	PANOPTES	
Serial Number:	86258883	E-BUMPER	
Registration Number:	4694921	SKY ROBOTICS	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		

OP \$290.00 3113667

TRADEMARK

Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-13045

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 03/15/2016

Total Attachments: 16

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of March 11, 2016, is made by AURORA FLIGHT SCIENCES CORPORATION, a corporation organized under the laws of the State of Delaware ("Aurora") and AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC., a corporation organized under the laws of the State of Delaware ("AWV," and together with Aurora, collectively, the "Grantors"), each with an address at 9950 Wakeman Drive, Manassas, VA 20110, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 1600 Market Street, Philadelphia, PA 19103, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent").

WITNESETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of October 4, 2013 (as it may be amended, amended and restated, modified, supplemented, restated or replaced from time to time, including most recently by that certain Amended and Restated Revolving Credit and Security Agreement dated as of the date hereof, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, each other Person hereafter joined thereto as a borrower or guarantor from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets (excluding only Excluded Property), including without limitation all of each Grantor's Intellectual Property (excluding only Excluded Property) and specifically including (excluding only Excluded Property) all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral

of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “**Intellectual Property Collateral**”) (provided that, the Intellectual Property Collateral shall not include any Excluded Property):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement following acquisition of such new US Registered Intellectual Property (excluding only Excluded Property), deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of and during the continuance of any such **Event of Default**, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's

true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

Section 11. Amended and Restated. This Agreement amends and restates, but does not extinguish the obligations evidenced by, and is not a novation of, that certain Intellectual Property Security Agreement dated as of October 4, 2013 by Grantors in favor of Agent.

[Signature Pages Follow]

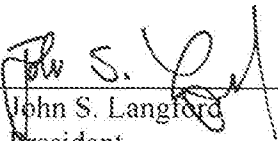
In witness whereof, Grantors have caused this Amended and Restated Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

AURORA FLIGHT SCIENCES CORPORATION

By: 
Name: John S. Langford
Title: Chief Executive Officer

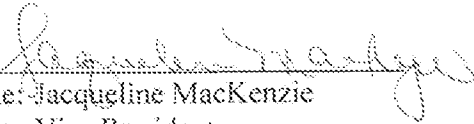
AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC.

By: 
Name: John S. Langford
Title: President

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

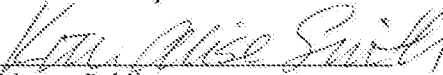
By: 
Name: Jacqueline MacKenzie
Title: Vice President

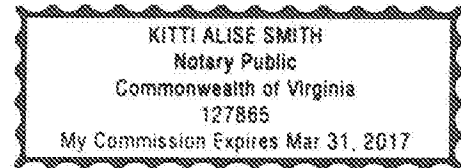
[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

Acknowledgment of Grantors

STATE OF Virginia)
COUNTY OF Prince William) ss

On this 11 day of March 2016, before me personally came John S. Langford, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Aurora Flight Sciences Corporation and President of Aurora Flight Sciences of West Virginia, Inc., the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporations.


Notary Public



[NOTARY TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005751 FRAME: 0582

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' patents and patent applications:

	Inventors	Filing Date	Application No.	Issuing Country	Patent Issue Date	Patent Number
Spar for Sail Wings	Boertlein	06/13/08	12/139,373	U.S.	3/6/2012	8,128,031
Wing Load Alleviation Structure AKA Bendy Wing	Vaneck/ Parks	06/13/08	12/139,363	U.S.	5/13/2014	8,720,822
Sail Wing with High Span Efficiency and Controlled Pitching Moment	Parks	06/13/08	12/138,900	U.S.	1/8/2013	8,348,198
Aircraft Health Monitoring and Design for Condition	Kordonowy	03/03/10	12/750,282	U.S.	1/15/2013	8,355,830
High Altitude Combustion System	Hollman/ Sisco/ Kerrebrock	09/09/09	12/556,202	U.S.	7/24/2012	8,225,613
High Altitude Combustion System	Hollman/ Sisco/ Kerrebrock	04/24/12	13/454,246	U.S.	8/27/2013	8,516,818
Capacitance-Based System Health Monitoring System, Apparatus and Method for Layered Structure AKA Capacitance SHM System	Nadel/ Ehrmantraut	06/14/11	13/159,539	U.S.	6/30/2015	9,068,929
Tail-Mounted Pointable Solar Panels for Solar-Powered Aircraft	Parks	10/14/10	12/904,562	U.S.	1/22/2013	8,356,770
Modular Miniature Unmanned Aircraft with Vectored Thrust Control AKA Miniature Agile Non-Traditional Aircraft, Flapjack, MANTA, Skate	Woodworth/ Suarez	09/09/09	12/556,225	U.S.	5/13/2014	8,721,383
Modular Miniature Unmanned Aircraft with Vectored Thrust Control AKA Miniature Agile Non-Traditional Aircraft, Flapjack, MANTA, Skate	Woodworth/ Suarez	5/12/2014	14/274,938	U.S.	3/31/2015	8,991,750
Remotely-Guided Vertical Take-off System and Method for Delivering an Ordnance to a Target	Uzman	06/20/06	11/455,709	U.S.	11/20/2012	8,314,374
SYSTEM AND METHOD FOR UTILIZING STORED ELECTRICAL ENERGY FOR VTOL AIRCRAFT THRUST ENHANCEMENT AND ATTITUDE CONTROL	Parks	12/22/05	11/313,997	U.S.	12/28/2010	7,857,254
System & Method for Controlling Engine RPM of a Ducted Fan Aircraft	Parks/Lede/Drela	09/19/05	11/228,390	U.S.	04/29/08	7,364,115
Vibration Isolation Engine Mount System & Method for Ducted Fans	Parks/Lede	09/19/05	11/228,336	U.S.	8/23/2011	8,001,764
Ducted Spinner for Engine Cooling	Parks	09/19/05	11/228,352	U.S.	07/14/09	7,559,191
SYSTEM & METHOD FOR CONTROLLING A ROLL RATE OF A TORSIONALLY-DISCONNECTED FREEWING AIRCRAFT	Parks	09/19/05	11/228,351	U.S.	10/28/08	7,441,724
In-bound Transition Control for a Tail-Sitting Vertical Take-off and Landing Aircraft	Parks	09/19/05	11/228,229	Israel/181 972	03/24/09	7,506,837
Hydrazine Monopropellant Decomposition Air Turboprop Engine	Kerrebrock/ Lede/ Hollman	11/26/08	12/323,820	U.S.	6/26/2012	8,205,827
System and Method for the Retrieval of a Smaller Unmanned Aerial Vehicle by a Larger Unmanned Aerial Vehicle (aka SkyCowboy)	Wilson/ Woodworth	03/19/09	12/407,231	U.S.	10/18/2011	8,038,090
Wing Tip Docking System for Aircraft	Gomez/ Parks/ Woodworth	09/15/08	12/210,711	U.S.	11/22/2011	8,061,646
Unmanned Air-Launched Cargo Glider	Gundlach	03/31/10	29/358,739	U.S.	12/27/2011	D651,156
Apparatus and Method for an Aircraft	Ehrmantraut/Wen	07/30/12	13/561,598	U.S.	1/20/2015	8,937,254






	Inventors	Filing Date	Application No.	Issuing Country	Patent Issue Date	Patent Number
Conductor Sandwich Assembly Embedded to and Aircraft Structure AKA System for Embedding Power and Signal Harnesses in Structure (Embedded Nanotube Signal and Power)	/Snider/ Parks					
System and Method for Reducing the Noise of Pusher Type Aircraft Propellers AKA Tail Boundary Layer Ingestion for Pusher Propeller Noise Reduction	Drela/ Gundlach/ Parks/ Ehrmantraut	05/19/11	13/111,414	U.S.	1/7/2014	8,622,334
Hardware-Based Weight And Range Limitation System, Apparatus And Method (AKA OPA range/payload limiting invention, MTCR)	Washington/ Hisam/ Gomez	10/01/12	13/632,849	U.S.	6/16/2015	9,056,669
Rail Recovery System for Aircraft AKA Side Arm Patent	Gundlach/ Bourven/Giannini/ P etullo/ Clancy	04/11/12	13/444,297	U.S.	4/21/2015	9,010,683
Continuation in Part (CIP) - Modular Miniature Unmanned Aircraft with Vectored Thrust Control	Woodworth/ Peverill/ Hollman/ Vulikh	08/04/12	13/567,015	U.S.	8/6/2013	8,500,067
Modular Miniature Unmanned Aircraft with Vectored Thrust Control AKA Miniature Agile Non-Traditional Aircraft, Flapjack, MANTA, Skate	Woodworth/ Peverill/ Hollman/ Vulikh	07/30/13	13/954,218	U.S.	2/10/2015	8,951,086
Modular Miniature Unmanned Aircraft with Vectored Thrust Control AKA Miniature Agile Non-Traditional Aircraft, Flapjack, MANTA, Skate	Woodworth/ Peverill/ Hollman/ Vulikh	07/30/13	13/954,278	U.S.	3/3/2015	8,967,527
Modular Miniature Unmanned Aircraft with Vectored Thrust Control AKA Miniature Agile Non-Traditional Aircraft, Flapjack, MANTA, Skate	Woodworth/ Peverill /Hollman/ Vulikh	07/30/13	13/954,362	U.S.	8/25/2015	9,114,871
Wing Tip Docking System for Aircraft - Divisional 1	Gomez /Parks/ Woodworth	11/18/11	13/299,883	U.S.	7/24/2012	8,226,025
Wing Tip Docking System for Aircraft - Divisional 2	Gomez/ Parks/ Woodworth	11/18/11	13/299,924	U.S.	5/8/2012	8,172,172
Top Hook Aircraft AKA: Aircraft Configurations with Upper Arresting Hook	Gundlach/ Boone/ Giannini	04/16/12	29/418,353	U.S.	9/2/2014	D712310
Inflatable Folding Wings for a Very High Altitude Aircraft	Parks/Woodworth /Lively/Vanec/ Kohlhepp/ McClellan	11/26/08	12/358,036	U.S.	2/19/2013	8,376,279
Inflatable Folding Wings for a Very High Altitude Aircraft	Parks/Woodwort/ L ively/ Vaneck/ Kohlhepp/ McClellan	09/14/12	13/620,249	U.S.	11/19/2013	8,584,984

Patent Applications

COUNTRY	TITLE	STATUS	SERIAL NO.	DATE FILED
United States of America	SYSTEM AND METHOD FOR IMPROVING TRANSITION LIFT-FAN PERFORMANCE	Published	13/311,295	Dec 5, 2011
United States of America	SYSTEM AND METHODS FOR AUTOMATICALLY LANDING AIRCRAFT	Pending	13/659,463	Oct 24, 2012
United States of America	COMBINED SUBMERSIBLE AND UNMANNED AERIAL VEHICLE	Allowed	13/765,144	Feb 12, 2013
United States of America	AERIAL SYSTEM AND VEHICLE FOR CONTINUOUS OPERATION	Pending	14/213,450	Mar 14, 2014
United States of America	SYSTEM AND METHOD FOR IMPROVING TRANSITION LIFT-FAN PERFORMANCE	Pending	14/278,044	May 15, 2014
United States of America	TETHERED AERIAL SYSTEM FOR DATA GATHERING	Pending	14/280,992	May 19, 2014
United States of	PAYLOAD AIRCRAFT	Pending	29/494,383	Jun 19, 2014

COUNTRY	TITLE	STATUS	SERIAL NO.	DATE FILED
America				
United States of America	INTEGRAL COMPOSITE BUSHING SYSTEM AND METHOD	Published	14/341,083	Jul 25, 2014
United States of America	SYSTEM, APPARATUS AND METHOD FOR LONG ENDURANCE VERTICAL TAKEOFF AND LANDING VEHICLE	Published	14/507,313	Oct 6, 2014
United States of America	SYSTEM, APPARATUS AND METHOD FOR LONG ENDURANCE VERTICAL TAKEOFF AND LANDING VEHICLE	Published	14/507,198	Oct 6, 2014
United States of America	AUTONOMOUS CARGO DELIVERY SYSTEM	Published	14/554,852	Nov 26, 2014
United States of America	AUTONOMOUS VEHICLE COLLISION AVOIDANCE SYSTEM AND METHOD	Pending	14/638,255	Mar 4, 2015
United States of America	AUTONOMOUS VEHICLE NAVIGATION SYSTEM AND METHOD	Published	14/657,160	Mar 13, 2015
United States of America	METHODS FOR COMBINING COMPONENTS OF VARYING STAGES OF CURE	Published	14/677,435	Apr 2, 2015
United States of America	METHODS FOR COMBINING COMPONENTS OF VARYING STAGES OF CURE	Published	14/677,582	Apr 2, 2015
PCT	AUTONOMOUS VEHICLE COLLISION AVOIDANCE SYSTEM AND METHOD	Published	PCT/US15/30099	May 11, 2015
United States of America	SOLAR POWERED AIRCRAFT	Pending	62/150,520	Apr 21, 2015
United States of America	MULTI-FUNCTIONAL COMPOSITE STRUCTURES	Pending	14/726,964	Jun 1, 2015
United States of America	MULTI-FUNCTIONAL COMPOSITE STRUCTURES	Published	14/727,060	Jun 1, 2015
United States of America	RAIL RECOVERY SYSTEM FOR AIRCRAFT	Pending	14/811,077	Jul 28, 2015
United States of America	COMBINED SUBMERSIBLE AND UNMANNED AERIAL VEHICLE	Allowed	14/851,453	Sep 11, 2015
United States of America	SYSTEM AND METHOD FOR UNWANTED FORCE REJECTION AND VEHICLE STABILITY	Pending	14/865,706	Sep 25, 2015
United States of America	ELECTRICAL CURING OF COMPOSITE STRUCTURES	Pending	14/865,833	Sep 25, 2015
United States of America	COMBINED SUBMERSIBLE VESSEL AND UNMANNED AERIAL VEHICLE	Pending	14/944,482	Nov 18, 2015

2. Grantors' trademarks:

Trademark	Application No.	Filing Date	Registration No.	Reg. Date	Next Renewal	Status
	78/392,704	29-Mar-04	3,113,667	11-Jul-06	11-Jul-16	Registered for mark & design
(Perseus) 	78/402,161	15-Apr-04	3,125,657	8-Aug-06	8-Aug-16	Registered for mark & design
MarsFlyer	78/855,979	6-Apr-06	3,208,480	13-Feb-07	13-Feb-13	Registered word mark
	78/032,104	24-Oct-00	2,911,582	14-Dec-14	14-Dec-24	Registered word and logo, original registration 2004 renewal accepted 12/14/14
Excalibur	78/877,204	5-May-06	3,684,565	15-Sep-09	15-Sep-15	Registered word mark
	75/082,652	2-Apr-97	2,102,783	7-Oct-07	7-Oct-16	Certificate of Registration for mark & design
Skate (word mark)	85/270,000	17-Mar-11	4,041,726	18-Oct-11	18-Oct-21	Affadavit of use (with samples) required NLT 10/18/17
Skate Logo 	85/929,307	10-May-13	4,465,301	14-Jan-14	14-Jan-24	No claim to "Flight Sciences" apart from mark
Panoptes	86/258,879	22-Apr-14				Application submitted 4/22/14, filed as intent to use rather than currently in use. Statement of Use extension filed due 11/25/15.
E-Bumper	86/258,883	22-Apr-14				Application submitted 4/22/14, filed as intent to use rather than currently in use. Statement of Use extension filed due 11/25/15.
SkyRobotics	86/304,777	11-Jun-14	4,694,921	3-Mar-15	3-Mar-25	Affadavit of use (with samples) required NLT 3/3/21

Domain (IDN)	Expiration date
Amazonprime.aero	2/28/2017
AmazonPrimeAir.aero	2/28/2017
athena.aero	5/9/2016
aurora.aero	5/2/2016
aurora-aero.ch	6/30/2016
auroraflightsciences.com	8/3/2022
auroraswiss.aero	6/9/2016
auroraswiss.aero	5/1/2016
centaur.aero	3/10/2017
Daybreak.aurora.aero (SSL)	10/23/2016
excalibur.aero	5/9/2016
globalhawk.aero	5/9/2016
goldeneye.aero	5/9/2016
marsflyer.aero	5/9/2016
Onyx.Aurora.Aero (SSL)	10/23/2016
orion.aero	5/9/2016
panoptes.aero	2/29/2016
Panoptesuav.com	2/25/2019
perseus.aero	5/9/2016
Proposals.Aurora.aero	10/23/2016
skate.aero	3/10/2017
skyrobotics.info	6/2/2020
theseus.aero	5/9/2016

3. Grantors' copyrights:

None.

EXHIBIT A

SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, by AURORA FLIGHT SCIENCES CORPORATION, a corporation organized under the laws of the State of Delaware ("Aurora") and AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC., a corporation organized under the laws of the State of Delaware ("AWV," and together with Aurora, collectively, the "Grantors"), each with an address at 9950 Wakeman Drive, Manassas, VA 20110, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 1600 Market Street, Philadelphia, PA 19103, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Amended and Restated Intellectual Property Security Agreement dated as of March ___, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property (excluding only Excluded Property), Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (excluding only Excluded Property):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

AURORA FLIGHT SCIENCES CORPORATION

By: _____
Name:
Title:

AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____