

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UAV Communications, Inc.		11/03/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West, 18th Floor, First		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3875877	BOSH GLOBAL SERVICES	
Registration Number:	4035381	PARA-ROBOTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Andrea Gniadek		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	11/04/2016		
Total Attachments: 8			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

UAV Communications, Inc.

- Individual(s)
- Partnership
- Corporation- State: Virginia
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 3, 2016

- Assignment
- Security Agreement
- Other Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 100 King Street West, 18th Floor, First

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Chartered 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 identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule B

See Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5132

Docket Number: _____

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek, for Chapman and Cutler LLP

November 3, 2016

Signature

Date

Andrea Gniadek, Project Assistant

Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

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

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated November 3, 2016, 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 ("*BMO*"), as administrative agent for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO, acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*").

WHEREAS, the Grantor has entered into an Amended and Restated Security Agreement dated as of November 3, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), with the Agent. 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 Agent, for the benefit of the Agent and the Secured Creditors, 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 Agent for the benefit of the Secured Creditors 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;

(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 Agent 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]


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: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Agent

By:  _____
Name: **Allen Benjamin**
Title: **Director**

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.

Tor#: 3422333.3

**TRADEMARK
REEL: 005914 FRAME: 0849**

**SCHEDULE B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS

I. TRADEMARK REGISTRATIONS

	Mark	Owner	Jurisdiction	Status	Appl. No./ File Date	Reg. No./ File Date
1	BOSH GLOBAL SERVICES	UAV Communications, Inc. d/b/a Bosh Global Services	U.S.	REG	77895373 12/17/09	3875877 11/16/10
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 registered		02/13/13	Register.com
2	PARAROBOTICS.NET	No longer registered		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

Tor#: 3422333.3

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.

Tor#: 3422333.3

TRADEMARK
REEL: 005914 FRAME: 0851

**SCHEDULE C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

Tor#: 3422333.3