

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elbit Systems of America, LLC		08/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	201 Main Street		
Internal Address:	Suite 300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86567063	ELBIT SYSTEMS OF AMERICA	
Serial Number:	86536768	SMARTRESPONDER	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	DALLAS, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	4839-1220 tmsa Elbit-WF		
NAME OF SUBMITTER:	ANDREA WALKER		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	08/29/2017		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of August 28, 2017, is made by each of parties hereto whose signature appears under the "Grantors" heading on the signature pages hereto (each such party, including any permitted successors and assigns, a "Grantor", and collectively, the "Grantors"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (together with any successors and assigns thereto in such capacity, "Collateral Agent"), for each of the Secured Parties.

Background.

Elbit Systems of America, LLC (the "Borrower"), the lenders party thereto, and Wells Fargo Bank, National Association, as the administrative agent, have entered into the Credit Agreement dated as of November 19, 2014 (such agreement, together with all amendments and restatements thereto entered into prior to the date hereof, the "Existing Credit Agreement").

In connection with the Existing Credit Agreement, (a) Grantors, Collateral Agent and the other signatories parties thereto have executed and delivered the Security Agreement dated as of November 19, 2014 (such agreement, together with all amendments and restatements thereto entered into prior to the date hereof, the "Existing Security Agreement"), and (b) Grantors and Collateral Agent have executed and delivered the Trademark Security Agreement dated as of November 19, 2014 (such agreement, together with all amendments and restatements thereto entered into prior to the date hereof, the "Existing Trademark Security Agreement"). The security interest granted pursuant to the Existing Trademark Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to Collateral Agent for its benefit and the benefit of each Secured Party under the Existing Security Agreement. The Existing Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on January 7, 2015 at Reel/Frame 5447/0576.

Borrower, the lenders party thereto (each, singly, a "Lender", and collectively, the "Lenders"), and Wells Fargo Bank, National Association, as the administrative agent, have entered into the First Amended and Restated Credit Agreement (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), which amends and restates the Existing Credit Agreement in its entirety.

In connection with the Credit Agreement, Grantors, Collateral Agent and the other signatories party thereto have executed and delivered the First Amended and Restated Security Agreement dated as of August 16, 2017 (such agreement, together with all amendments and restatements thereto, the "Security Agreement"), which amends and restates the Existing Security Agreement in its entirety.

Pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Extensions of Credit (including the initial Extension of Credit) to Borrower pursuant to the Credit Agreement, and the other Secured Parties to extend credit to or for the benefit of Borrower or any other Loan Party, each Grantor agrees, for the benefit of Collateral Agent and each other Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

“Trademarks” means all right, title, and interest of each Grantor in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to Collateral Agent, and grants to Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the “Trademark Collateral”):

(a) all registered Trademarks, including all registered Trademarks referred to in Schedule 1 attached hereto;

(b) all applications for Trademarks, including all applications for Trademarks referred to in Schedule 2 attached hereto;

(c) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The

Security Agreement (and all rights and remedies of Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Grantors have duly authorized the execution, delivery and performance of this Agreement.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Supplement. This Agreement is a supplement to, and not a restatement or limitation of, the Security Agreement and the Existing Trademark Security Agreement. All Liens and security interests granted pursuant to the Existing Trademark Security Agreement are hereby ratified.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

ELBIT SYSTEMS OF AMERICA, LLC
a Delaware limited liability company

By: 
Cletus Glasener
Vice President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Greg Butner
Greg Butner
Senior Vice President

SCHEDULE 1
to Trademark Security Agreement

**SCHEDULE 1
TRADEMARKS REGISTRATIONS**

None.

SCHEDULE 2
to Trademark Security Agreement

SCHEDULE 2
TRADEMARKS APPLICATIONS

Elbit Systems of America, LLC:

Owner	Nature of Debtor's Interest (e.g., owner, licensee)	Pending Trademark	Application No.	Int'l Class Covered	Goods or Services Covered	Application Date	Country of Registration
Elbit Systems of America, LLC	Owner	ELBIT SYSTEMS OF AMERICA	86567063	009, 012, 045	Intelligence, Surveillance and Reconnaissance (ISR) software and hardware in connection with assisting Unmanned Aerial Vehicles (UAV); Border and reconnaissance systems primarily comprised of airborne ground surveillance systems using radar imagery composed of radar and radar receivers with amplifiers; Computer software for Unmanned Aerial Vehicles (UAV) systems, namely, software for the autonomous control and monitoring of Unmanned Aerial Vehicles (UAV) location, speed, altitude, and position; Computer software for sending commands and information to and from Unmanned Aerial Vehicles (UAV); Computer Software for displaying information, video, and images sent from the Unmanned Aerial Vehicles (UAV); Electronic components for Unmanned Aerial Vehicle (UAV), namely, imaging sensors and long range identification and tracking sensors; downsized, portable, passive and active remote ground control terminals; data links comprised of ground control terminals and airborne data terminals that allow the Unmanned Aerial Vehicle (UAV) to be controlled by the ground operators and further allow data to be transmitted from the UAV to the ground	03/17/2015	USA

					operators		
Elbit Systems of America, LLC	Owner	SMARTRESP-ONDER	86536768	009	Secure broadband network communications software for use on smartphones, computers, tablets and other mobile platforms to enable multimedia services by leveraging land mobile radio and long term evolution communications network interoperability, by providing push-to-talk, broadband-to-radio and broadband-to-broadband voice, group calling, push-to-video, video room, live streaming video, interactive mapping, data, and direct mode off network ad hoc mesh sharing, conferencing and collaboration services for one-to-one, one-to-many, and many-to-many services; Secure broadband network communication hardware for providing multimedia services comprising, secure computer servers, command center computer terminals, computer switches and network routers	02/17/2015	USA

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