

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xebec Global Corporation		02/12/2018	Corporation: DELAWARE
IAI, LLC		02/12/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Societe Generale, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3937599	XEBEC GLOBAL CORPORATION	
Registration Number:	4059040	INTEGRITY APPLICATIONS INCORPORATED	
Registration Number:	4048245	IAI	
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>		
Phone:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Molly Vaughan, Esq.		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 2:	c/o Paul Hastings LP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	F175486		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/ALANA GRAMER/		
DATE SIGNED:	02/13/2018		
Total Attachments: 8			

OP \$90.00 3937599

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of February 12, 2018, among Xebec Global Corporation, IAI, LLC (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and Société Générale, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Xebec Global Holdings, LLC, a Delaware limited liability company (“**Borrower**”), Xebec Financing Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Société Générale, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain Credit Agreement dated as of February 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of February 12, 2018 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Patents owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Trademarks owned by any Grantor, including those referred to on Schedule II hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Patent or (ii) injury to the goodwill associated with any Patent.

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

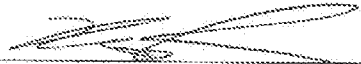
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

XEBEC GLOBAL CORPORATION,
as Grantor

By 
Name: Robert Richards
Title: Chief Financial Officer

IAI, LLC,
as Grantor


By 
Name: Robert Richards
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006271 FRAME: 0831

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE,
as the Collateral Agent

By: 
Name: Roy Kuruvilla
Title: Managing Director

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS AND APPLICATIONS

U.S. Patents

Grantor	Title	Registration No. or Application No.	Date
IAI, LLC	SYSTEMS AND METHODS FOR VIDEO ARCHIVE AND DATA EXTRACTION	9,721,011	August 1, 2017
IAI, LLC	SYSTEMS AND METHODOLOGIES RELATED TO FORMATTING DATA FOR 3-D VIEWING	9,621,872	April 11, 2017
IAI, LLC	SYSTEMS AND METHODOLOGIES RELATED TO 3-D IMAGING AND VIEWING	9,581,966	February 28, 2017
IAI, LLC	SYSTEMS AND METHODOLOGIES RELATED TO GENERATING PROJECTABLE DATA FOR 3-D VIEWING	9,354,606	May 31, 2016
IAI, LLC	SYSTEMS AND METHODOLOGIES RELATED TO FORMATTING DATA FOR 3-D VIEWING	9,219,905	December 22, 2015
IAI, LLC	SYSTEMS AND METHODS FOR VIDEO ARCHIVE AND DATA EXTRACTION	9,081,855	July 14, 2015
IAI, LLC	APPARATUS AND TECHNIQUES FOR ENHANCED RESOLUTION IMAGING	8,913,149	December 16, 2014
IAI, LLC	EDGE RINGING ARTIFACT SUPPRESSION	7,978,926	July 12, 2011

	METHODS AND APPARATUSES		
IAI, LLC	EDGE RINGING ARTIFACT SUPPRESSION METHODS AND APPARATUSES	7,876,973	January 25, 2011
IAI, LLC	SYNTHETIC MULTI-APERTURE RADAR TECHNOLOGY	7,348,917	March 25, 2008
IAI, LLC	APPARATUS AND TECHNIQUES FOR ENHANCED RESOLUTION IMAGING	14/564438	Pending
IAI, LLC	SYSTEMS AND METHODOLOGIES RELATED TO 3-D IMAGING AND VIEWING	15/441985	Abandoned
IAI, LLC	SYSTEMS AND METHODOLOGIES RELATED TO GENERATING PROJECTABLE DATA FOR 3-D VIEWING	15/163185	Abandoned
IAI, LLC	SYSTEMS AND METHODOLOGIES RELATED TO FORMATTING DATA FOR 3-D VIEWING	15/483280	Abandoned
IAI, LLC	SYSTEMS AND METHODS FOR SIMULTANEOUS MULTI_CHANNEL OFF-AXIS HOLOGRAPHY	15/230269	Pending
IAI, LLC	SYSTEMS AND METHODS FOR COHERENT THREE-DIMENSIONAL OPTICAL RANGING	15/796338	Pending
IAI, LLC	STEREOSCOPIC VIEWER	15/658885	Pending

IAI, LLC	SYSTEMS AND METHODS FOR VIDEO ARCHIVE AND DATA EXTRACTION	15/656496	Pending
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SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Registration No. or Application No.	Date
Xebec Global Corporation	XEBEC GLOBAL CORPORATION	3937599	March 29, 2011
IAI, LLC	INTEGRITY APPLICATIONS INCORPORATED	4059040	November 22, 2011
IAI, LLC	IAI	4048245	November 1, 2011