

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PrecisionHawk, Inc.		10/01/2019	Corporation: DELAWARE
Precision Hawk USA, Inc.		10/01/2019	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eastward Fund Management, LLC		
<b>Street Address:</b>	432 CHERRY STREET		
<b>City:</b>	WEST NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02465		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4886091	PRECISIONHAWK	
<b>Registration Number:</b>	4607435	PRECISION MAPPER	
<b>Registration Number:</b>	4652128	AGORITHMS	
<b>Registration Number:</b>	5013780	LATAS	
<b>Registration Number:</b>	4697540	DATAMAPPER	
<b>Registration Number:</b>	2912286	TERRASERVER	
<b>Registration Number:</b>	5437358	TERRASERVER-USA	
<b>Registration Number:</b>	5704450	UPLIFT	
<b>Registration Number:</b>	5704449	UPLIFT DATA PARTNERS	
<b>Registration Number:</b>	5510126	FLY SAFER	
<b>Serial Number:</b>	88495184	PRECISIONFLIGHT	
<b>Serial Number:</b>	88465061	PRECISIONANALYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		

CH \$315.00 4886091

**Correspondent Name:** JENNIFER FITZPATRICK  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 4401 EASTGATE MALL  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 318251-102

**NAME OF SUBMITTER:** JENNIFER FITZPATRICK

**SIGNATURE:** /JENNIFER FITZPATRICK/

**DATE SIGNED:** 10/04/2019

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between Eastward Fund Management, LLC (“Lender”) and PrecisionHawk, Inc. and Precision Hawk USA, Inc. (collectively, “Grantor”).

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

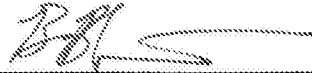
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**PRECISIONHAWK, INC.**



By: Brian Bharwani  
Title: Treasurer

**PRECISION HAWK USA, INC.**



By: Brian Bharwani  
Title: Treasurer

LENDER:

**EASTWARD FUND MANAGEMENT, LLC**

By: Dennis P. Cameron  
Title: Authorized Person

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**PRECISIONHAWK, INC.**

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By: Brian Bharwani  
Title: Treasurer

**PRECISION HAWK USA, INC.**

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By: Brian Bharwani  
Title: Treasurer

LENDER:

**EASTWARD FUND MANAGEMENT, LLC**


  
By: Dennis P. Cameron  
Title: Authorized Person

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOMATED UN-MANNED AIR TRAFFIC CONTROL SYSTEM	US PAT 9,875,657	01/23/18
SYSTEMS AND METHODS FOR MAPPING EMERGED PLANTS	US PAT APP 16/331010 20190258859	08/22/19
AUTOMATED UN-MANNED AIR TRAFFIC CONTROL SYSTEM	US PAT APP 15/875845 20180158341	06/07/18

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Filing Date</u>	<u>Holder and Registration Date</u>	<u>Current Status</u>	<u>Registration No.</u>
PrecisionHawk	86,709,744	07/30/15	Precision Hawk USA, Inc. 01/12/16	Registered	4886091
Precision Mapper	86,021,273	07/26/13	Precision Hawk USA, Inc. 09/16/14	Registered	4607435
AGorithms	86,250,674	04/13/14	Precision Hawk USA, Inc. 12/09/14	Registered	4652128
LATAS	86,545,440	02/25/15	Precision Hawk USA, Inc. 08/02/16	Registered	5013780
DataMapper	86,422,589	10/13/14	Precision Hawk USA, Inc. 03/03/15	Registered	4697540
Terraserver	76,534,179	07/21/13	Precision Hawk USA, Inc. 12/21/04	Registered	2912286
Terraserver-USA	87,590,937	07/31/17	Precision Hawk USA, Inc. 04/03/18	Registered	5437358
PrecisionFlight	88,495,184	06/30/19	PrecisionHawk, Inc. N/A	Application	N/A
PrecisionAnalytics	88,465,061	06/08/19	PrecisionHawk, Inc. N/A	Application	N/A
Uplift	87,710,232	12/06/17	PrecisionHawk, Inc. 03/19/19	Registered	5704450
Uplift Data Partners	87,710,205	12/06/17	PrecisionHawk, Inc. 03/19/19	Registered	5704449

DataMapper	86,422,589	12/29/14	Precision Hawk USA, Inc. 03/03/15	Registered	4697540
Fly Safer	87,232,823	11/10/16	Precision Hawk USA, Inc. 07/03/18	Registered	5510126

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		