

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Atomics Aeronautical Systems, Inc.		11/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	300 S. Grand Avenue		
Internal Address:	5th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5692264	SEAGUARDIAN	
Registration Number:	5686676	SKYGUARDIAN	
Registration Number:	5858330	XC2	
Serial Number:	87902016	GUARDIAN EAGLE	
Serial Number:	88237006	EUROGUARDIAN	
Serial Number:	88498437		
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3538		
Email:	allen.rose@kattenlaw.com		
Correspondent Name:	Katten Muchin Rosenmann LLP / Allen Rose		
Address Line 1:	2900 K Street NW		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007		
ATTORNEY DOCKET NUMBER:	342540-00078		
NAME OF SUBMITTER:	Allen Rose		

CH \$165.00 5692264

SIGNATURE:	/allen rose/
DATE SIGNED:	11/05/2019
Total Attachments: 8 source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif source=Patent and Trademark Security Agreement#page6.tif source=Patent and Trademark Security Agreement#page7.tif source=Patent and Trademark Security Agreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 4, 2019, is made by and between GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a Delaware corporation (the "Grantor"), and BANK OF THE WEST, a California banking corporation, as administrative agent for the Secured Parties referred to below (in such capacity, together with its successors and assigns in such capacity, the "Agent").

The Grantor, certain financial institutions as lenders (together with each of their respective successors and permitted assigns, each a "Lender" and collectively, the "Lenders"), the Issuing Bank, the Swing Line Lender and the Agent are parties to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Credit Agreement"). In connection therewith, pursuant to the Second Amended and Restated Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Security Agreement"), between the Grantor and the Agent, Grantor has granted to the Agent a security interest in all of Grantor's present and future assets, including the intellectual property identified below, to secure the Secured Obligations. To supplement Agent's security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or the Security Agreement, as applicable.

(b) Interpretation. The rules of interpretation set forth in Section 1.05 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all Patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to such licenses (including such Patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all Trademarks, including state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any such licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all Commercial Tort Claims associated with or arising out of any of the aforementioned properties and assets;

(v) all Accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, Proceeds and Supporting Obligations of or with respect to any and all of the foregoing Collateral; provided, however, that notwithstanding anything to the contrary contained in this Section 2(a), the security interests created by this Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, any new patentable inventions or become entitled to the benefit of any patent application or Patent for any reissue, division, or continuation, of any Patent, in each case constituting Collateral, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Agent to modify this Agreement by amending Schedule A or B to include any such new patent or trademark rights. No failure to so amend Schedule A or B shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall also inure to the benefit of the other Secured Parties.

SECTION 7 Governing Law. This Agreement and any claims, 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 shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.


SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC.

By: 
Name: Gregory L. Tanner
Title: Treasurer

Address:

General Atomics Aeronautical Systems, Inc.
3550 General Atomics Court
San Diego, CA 92121
Attn: Treasurer
Fax No.: (858) 455-4215


with a copy to:

General Atomics Aeronautical Systems, Inc.
3550 General Atomics Court
San Diego, CA 92121
Attn: Law Department
Fax No.: (858) 455-3213

[Signature Page to Patent and Trademark Security Agreement]

THE AGENT

BANK OF THE WEST

By: 
Name: Daryl Krause
Title: Managing Director, Syndications

Address:

Bank of the West
Syndications
300 South Grand Avenue, 5th Floor
Los Angeles, California 90071
Attn: Daryl Krause
Fax No.: (213) 972-0618
Email: Daryl.Krause@bankofthewest.com

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Assignee/Owner</u>
Navigator Alignment Using Radar Scan	9,304,198	04/05/2016	General Atomics Aeronautical Systems, Inc. and Sandia, LLC
Waveform Frequency Notching	9,645,227	05/09/2017	General Atomics Aeronautical Systems, Inc. and Sandia, LLC
Shaping the Spectrum of Random-Phase Radar Waveforms	9,645,228	05/09/2017	General Atomics Aeronautical Systems, Inc. and Sandia, LLC
Time-Dependent Phase Error Correction Using Digital Waveform Synthesis	9,784,818	10/10/2017	General Atomics Aeronautical Systems, Inc. and Sandia, LLC
Radar Velocity Determination Using Direction of Arrival Measurements	9,846,229	12/19/2017	General Atomics Aeronautical Systems, Inc. and Sandia, LLC
Landing Gear Deployment System and Methods	9,988,143	06/05/2018	General Atomics Aeronautical Systems, Inc.

Pending U.S. Patent Applications of the Grantor

<u>Title</u>	<u>Patent Application</u>	<u>Filing Date</u>	<u>Assignee/Owner</u>
Unmanned Hybrid-Electric Tail-Sitter Aircraft	15/792,490	10/24/2017	General Atomics Aeronautical Systems, Inc.
Shape Changing Blade (Variable-Geometry, Piezo-Electrically Actuated Propeller)	15/792,542	10/24/2017	General Atomics Aeronautical Systems, Inc.
Folding Trailing Arm Landing Gear	15/703,416	09/13/2017	General Atomics Aeronautical Systems, Inc.
Systems and Methods for Manufacturing Thermoplastic Parts	15/905,776	02/26/2018	General Atomics Aeronautical Systems, Inc.
Adaptive Shuttering Technique For Jitter Mitigation In High Resolution Imaging	15/963,634	04/26/2018	General Atomics Aeronautical Systems, Inc.
Task Communication And Management System	16/022,575	06/28/2018	General Atomics Aeronautical Systems, Inc.
Primary Composite Stringer Radius Filler Forming and Method of Making the Same	16/258,513	01/25/2019	General Atomics Aeronautical Systems, Inc.
Aircraft	PCT/US/2019/027668	04/16/2019	General Atomics Aeronautical Systems, Inc.
Cross-Polarization Antenna Filter	16/358,667	03/19/2019	General Atomics Aeronautical Systems, Inc.
Structures for Damage Arrestment	62/856,565	06/03/2019	General Atomics Aeronautical Systems, Inc.

SCHEDULE B
to the Patent and Trademark Security Agreement

Registered U.S. Trademarks of the Grantor

<u>Mark</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>
SEAGUARDIAN	12/22/2016	5,692,264	03/05/2019	General Atomics Aeronautical Systems, Inc.
SKYGUARDIAN	12/22/2016	5,686,676	02/26/2019	General Atomics Aeronautical Systems, Inc.
XC2	05/03/2018	5,858,330	09/10/2019	General Atomics Aeronautical Systems, Inc.

Pending U.S. Trademark Applications of the Grantor

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registered Owner</u>
GUARDIAN EAGLE	87/902,016	05/01/2018	General Atomics Aeronautical Systems, Inc.
EUROGUARDIAN	88/237,006	12/20/2018	General Atomics Aeronautical Systems, Inc.
PREDATOR B (Design)	88/498,437	07/02/2019	General Atomics Aeronautical Systems, Inc.