

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIPTIDE SOFTWARE, INC.		05/11/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	1550 Wewatta St., Suite 520		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4643458	RIPTIDE ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303) 223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	018667.0012		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	05/11/2020		
Total Attachments: 7			
source=RIPTIDE - Patent and Trademark Security Agreement - Executed#page1.tif			
source=RIPTIDE - Patent and Trademark Security Agreement - Executed#page2.tif			
source=RIPTIDE - Patent and Trademark Security Agreement - Executed#page3.tif			
source=RIPTIDE - Patent and Trademark Security Agreement - Executed#page4.tif			
source=RIPTIDE - Patent and Trademark Security Agreement - Executed#page5.tif			

OP \$40.00 4643458

source=RIPTIDE - Patent and Trademark Security Agreement - Executed#page6.tif

source=RIPTIDE - Patent and Trademark Security Agreement - Executed#page7.tif

**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES PATENTS AND TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of May 11, 2020, is made by and between RIPTIDE SOFTWARE, INC., a Florida corporation (the "Assignor"), and CIBC BANK USA, as administrative agent for itself and all Lenders party to the Credit Agreement (as hereafter defined) (in such capacity, "Administrative Agent").

WHEREAS, Phoenix Defense Intermediate, LLC, a Delaware limited liability company ("Holdings"), Phoenix Logistics Holdings, Inc., a Delaware corporation ("Tranche A Borrower"), PLI Manufacturing Holdings, Inc., a Delaware corporation ("Tranche B Borrower") and Riptide Holdings, Inc., a Delaware corporation ("Tranche C Borrower" and collectively with Tranche A Borrower and Tranche B Borrower, the "Borrowers" and each individually, a "Borrower"), Assignor and the other Subsidiary Guarantors party thereto, the Lenders from time to time party thereto, and Administrative Agent have entered into a Loan Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to provide financing to Borrowers for the purpose of acquiring, directly or indirectly, all of the equity securities of Assignor; and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), each Grantor (as defined therein) has granted to Administrative Agent, for the benefit of the Lenders, a security interest in all of such Grantor's present and future assets, including the intellectual property of Assignor identified below. To secure the full and complete payment of the Obligations and to supplement such security interest in such intellectual property pursuant to the Guaranty and Collateral Agreement, Assignor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. Subject to the terms and conditions of the Guaranty and Collateral Agreement, as security for the payment and performance of the Obligations, the Assignor hereby grants, assigns and conveys to the Administrative Agent (for the benefit of the Lenders), a security interest in all of Assignor'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 Assignor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all United States patents and patent applications, all licenses relating to any of the foregoing, and all income and royalties with respect to any license (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 United States state (including common law) and federal 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

licenses (including such marks, names, applications and registrations 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 Assignor 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 Administrative 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.

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

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

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

5. Further Acts. On a continuing basis, at the request of the Administrative Agent, Assignor 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 requested by the Administrative 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 Assignor's compliance with this Agreement or to enable the Administrative 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 Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the security interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Assignor.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Assignor, the Administrative Agent and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Governing Law. Section 15.8 (Governing Law) of the Credit Agreement is hereby incorporated by reference mutatis mutandis.

8. Entire Agreement. Section 15.12 (Entire Agreement) of the Credit Agreement is hereby incorporated by reference mutatis mutandis.

9. Severability. Section 15.10 (Severability) of the Credit Agreement is hereby incorporated by reference mutatis mutandis.

10. Counterparts. Section 15.13 (Counterparts) of the Credit Agreement is hereby incorporated by reference mutatis mutandis.

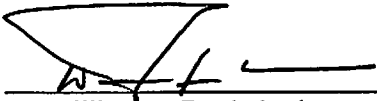
11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Guaranty and Collateral Agreement, the provision contained in the Guaranty and Collateral Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature Page Follows]

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

ASSIGNOR:

RIPTIDE SOFTWARE, INC.

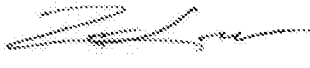
By: 
Name: William A. Funderburk
Title: President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006936 FRAME: 0206

ADMINISTRATIVE AGENT:

CIBC BANK USA

By: 
Name: Zach Leonard
Title: Managing Director

SCHEDULE A

Issued U.S. Patents of the Assignors

None.

Pending U.S. Patent Applications of the Assignors

None.

SCHEDULE B

U.S. Trademarks of the Assignors

Mark	Registration Number	Registration Date	Registrant/Applicant (Current Owner)
RIPTIDE ELEMENTS	4643458	11/25/2014	Riptide Software, Inc.
RIPTIDE ELEMENTS			

Pending U.S. Trademark Applications of the Assignors

None.