

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583915

<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>
MEGGITT TRAINING SYSTEMS, INC.		06/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DELAWARE LIFE INSURANCE COMPANY		
<b>Street Address:</b>	1601 Trapelo Road		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3004738	BLUEFIRE	
<b>Registration Number:</b>	3055370	BLUEFIRE	
<b>Registration Number:</b>	2077153	FATS	
<b>Registration Number:</b>	2088866	FATS	
<b>Registration Number:</b>	3912402	I-FACT	
<b>Registration Number:</b>	3912403	I-FACT	
<b>Registration Number:</b>	2431925	SRS	
<b>Registration Number:</b>	5735251	XWT PROIMAGE	
<b>Serial Number:</b>	88301264	BLUERACK	
<b>Serial Number:</b>	87458637	BLUERAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>	(212) 558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		

OP \$265.00 3004738

**Address Line 4:** New York, NEW YORK 10004-2498

**NAME OF SUBMITTER:** RAFFAELE A. DEMARCO

**SIGNATURE:** /RAFFAELE A. DEMARCO/

**DATE SIGNED:** 06/30/2020

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), is made effective as of June 30, 2020, by and between Meggitt Training Systems, Inc., (the “Grantor”) and Delaware Life Insurance Company, as agent for the Lenders (in such capacity and together with successors in such capacity, the “Grantee”).

### WITNESSETH:

WHEREAS, Grantee, SPRINT INTERMEDIATE HOLDING III LLC (the “Borrower”), SPRINT INTERMEDIATE HOLDING II LLC (“Holdings”), and other Loan Parties and Lenders have entered into that certain Credit and Security Agreement, dated June 30, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Borrower, Holdings and the other Loan Parties have agreed, among other things, to cause the Loan Parties to grant to the Lenders and Grantee, as administrative agent for the Lenders, a security interest in all Collateral, including without limitation the Intellectual Property Collateral (as described herein);

WHEREAS, the Grantor, as a Loan Party and an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement, and is willing to execute and deliver this Agreement as required under the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby assigns and grants to Grantee, for and on behalf of the Lenders, a continuing first priority lien and security interest in and to all of Grantor’s right, title and interest in, to and under the following (collectively, the “Intellectual Property Collateral”):

(a) all trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers and designs, whether or not registered, including without limitation (i) the registered trademarks and trademark applications set forth on Schedule 1 hereto, (ii) all extensions and renewals thereof and (iii) all goodwill associated therewith or symbolized thereby;

(b) all patents and patent applications, certificates of invention and similar industrial property rights, including without limitation (i) the patents and patents applications set forth on Schedule 2 hereto, (ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof and (iii) all patentable inventions and improvements thereto;

(c) all copyrights and copyrightable works and Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), in any form or medium, including without limitation (i) all registrations and applications therefor, including the registered copyrights and copyright applications set forth on Schedule 3 hereto, (ii) all extensions and renewals thereof and (iii) all moral and common-law rights thereto; and

(d) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing, all rights to sue for any past, present or future infringement, dilution, misappropriation or violation of any of the foregoing, and any and all damages and other payments for any such past, present or future infringement, dilution, misappropriation or other violation of any of the foregoing.

Notwithstanding anything herein to the contrary (including anything set forth on Schedule 1), in no event shall the security interest and lien granted under this Section 2 attach to any intent-to-use United States trademark application for which neither (i) an amendment to allege use to bring the application into conformity with 15 U.S.C. §1051(c) has been filed with and accepted by the United States Patent and Trademark Office, nor (ii) a verified statement of use under 15 U.S.C. §1051(d) has been filed with and accepted by the United States Patent and Trademark Office, but in each case, solely to the extent that, and only during the period in which, the grant of a security interest therein would result in the cancellation, or impair the validity or enforceability, of any trademark issued therefrom.

Section 3. Recordation. Grantor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other applicable government officer or relevant governmental authority record this Agreement.

Section 4. Credit and Security Agreement. The security interests granted to Grantee herein are granted in furtherance, and not in limitation, of the security interests granted by Borrower and the other Loan Parties to Grantee pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING

TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered as of the date first written above.

**MEGGITT TRAINING SYSTEMS,  
INC., as Grantor**


By   
Name: David Horowitz  
Title: President

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered as of the date first written above.

**MEGGITT TRAINING SYSTEMS,  
INC., as Grantor**

By \_\_\_\_\_  
Name:  
Title:

**DELAWARE LIFE INSURANCE  
COMPANY, as Grantee**

By  \_\_\_\_\_  
Name: James F. Alban  
Title: Authorized Signer

**Schedule 1**

**Registered Trademarks and Trademark Applications**

<b>Party</b>	<b>Country</b>	<b>Full Mark</b>	<b>Status</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Reg No</b>	<b>Reg Date</b>
Meggitt Training Systems, Inc.	US	Bluefire	Registered	76/510,697	4/14/2003	3,004,738	10/4/2005
Meggitt Training Systems, Inc.	US	Bluefire & Design	Registered	78/571,810	2/21/2005	3,055,370	1/31/2006
Meggitt Training Systems, Inc.	US	Fats (Stylized)	Registered	75/076581	3/21/1996	2,077,153	7/8/1997
Meggitt Training Systems, Inc.	US	Fats And Design	Registered	75/076582	3/21/1996	2,088,866	8/19/1997
Meggitt Training Systems, Inc.	US	I-Fact	Registered	78/949526	8/10/2006	3,912,402	1/25/2011
Meggitt Training Systems, Inc.	US	I-Fact & Design	Cancelled	78/949534	8/10/2006	3,912,403	1/25/2011
Meggitt Training Systems, Inc.	US	Srs	Registered	75/302,157	6/3/1997	2,431,925	2/27/2001
Meggitt Training Systems, Inc.	US	XWT Proimage	Registered	87/905,989	5/3/2018	5,735,251	4/23/2019

**Unregistered:**

<b>Party</b>	<b>Country</b>	<b>Full Mark</b>	<b>Status</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Reg No</b>	<b>Reg Date</b>
Meggitt Training Systems, Inc.	US	BlueRACK	Applied	88301264	2/14/2019	Pending	Pending
Meggitt Training Systems, Inc.	US	BlueRail	Published	87458637	5/22/2017	Pending	Pending



**Schedule 2**

**Patents and Patent Applications**

<b>Party</b>	<b>HDMN Ref. Number</b>	<b>Country</b>	<b>Name/Description</b>	<b>Status</b>	<b>Patent/Appl. No.</b>
Meggitt Training Systems, Inc.	MEGG-20377-UA	United States	APPARATUS AND METHODS FOR DETECTING A SHOT FIRING EVENT	Granted	7201483
Meggitt Training Systems, Inc.	N/A	United States	GAS OPERATING SYSTEM FOR FIREARM SIMULATORS	Granted	7306462
Meggitt Training Systems, Inc.	M0077.1132	United States	LASER STABILIZATION ASSEMBLY FOR WEAPON SIMULATORS	Granted	7621747
Meggitt Training Systems, Inc.	M0077.1135 .0.Dus1	United States	LOCKING ASSEMBLY FOR FIREARM RECOIL SIMULATORS	Granted	7197973
Meggitt Training Systems, Inc.	M0077.1135 .0.Dus2	United States	LOCKING ASSEMBLY FOR FIREARM RECOIL SIMULATORS	Granted	6938534
Meggitt Training Systems, Inc.	MEGG-1185-UA	United States	METHOD AND APPARATUS FOR RENDERING A 3-DIMENSIONAL SCENE	Granted	9875573
Meggitt Training Systems, Inc.	MEGG-20378-UA	United States	MOBILE TARGET CARRIER FOR GUN RANGE WITH COUPLED MOBILE PROJECTOR	Granted	10180310
Meggitt Training Systems, Inc.	M0077.1133 .0.dUS1	United States	MULTI-TARGET CLAMPING ASSEMBLY	Granted	8047546
Meggitt Training Systems, Inc.	M0077.1133 .0.dUS2	United States	MULTI-TARGET CLAMPING ASSEMBLY	Granted	8,047,546
Meggitt Training Systems, Inc.	N/A	United States	REGULATED GAS SUPPLY SYSTEM	Granted	7140387
Meggitt Training Systems, Inc.	N/A	United States	REGULATED GAS SUPPLY SYSTEM	Granted	6854480
Meggitt Training Systems, Inc.	MEGG-1203-UA	United States	SYSTEMS AND METHODS FOR AUTOMATED COACHING OF A SHOOTER	Granted	10012475
Meggitt Training Systems, Inc.	N/A	United States	WIRELESS DATA COMMUNICATION LINK EMBEDDED IN SIMULATED WEAPON SYSTEMS	Granted	7291014
Meggitt Training Systems, Inc.	N/A	United States	PROJECTILE TRAP ASSEMBLY	Granted	8,602,418
Meggitt Training Systems, Inc.	N/A	United States	PROJECTILE TRAP ASSEMBLY	Granted	8602418
Meggitt Training Systems, Inc.		United States	APPARATUS AND METHODS FOR DETECTING A SHOT FIRING EVENT	Pending	15/928,031
Meggitt Training Systems, Inc.		United States	METHODS AND APPARATUS FOR ACQUIRING AND TRACKING A PROJECTILE	Pending	15/691,706

<b>Party</b>	<b>HDMN Ref. Number</b>	<b>Country</b>	<b>Name/Description</b>	<b>Status</b>	<b>Patent/Appl. No.</b>
Meggitt Training Systems, Inc.		United States	SYSTEMS AND METHODS FOR SYNCHING A HOST COMPUTER WITH A VARIETY OF EXTERNAL DEVICES	Granted	9537592

### Schedule 3

#### Registered Copyrights and Copyright Applications

Copyright Owner: Meggitt Training Systems, Inc.  
Registration No: PA 1-836-124  
Title: Combat Stress Research DVD  
Country: US  
Registration Date: November 2, 2012