

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664229

<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>
AREA-I, LLC		07/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as Administrative and Collateral Agent		
<b>Street Address:</b>	4370 La Jolla Village Drive, Suite 1050		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88339846	AGILE LAUNCH TACTICALLY INTEGRATED UNMAN	
<b>Registration Number:</b>	5969451	AIR-LAUNCHED TUBE-INTEGRATED UNMANNED SY	
<b>Registration Number:</b>	5844231	ALTIUS	
<b>Registration Number:</b>	5670361	AREA I	
<b>Registration Number:</b>	5670362	WHERE IDEAS TAKE FLIGHT	
<b>Registration Number:</b>	5670360	AREA-I	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1439069		
<b>NAME OF SUBMITTER:</b>	Daniel K. Ruiz, Sr. Paralegal		
<b>SIGNATURE:</b>	/Daniel K. Ruiz/		

OP \$165.00 88339846

**DATE SIGNED:**

08/02/2021

**Total Attachments: 9**

source=Closing Copy - D02. IP Security Agreement, with exhibits - Anduril (Joinder & 2nd LMA)#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 30, 2021, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 4370 La Jolla Village Drive, Suite 1050, San Diego, California 92122 ("Bank") and AREA-I, LLC, a Delaware limited liability company with its principal place of business located at 1688 White Circle NW, Marietta, GA 30066 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Anduril Industries, Inc. dated as of March 24, 2020, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Anduril Industries, Inc. dated as of October 29, 2020, and as further amended by that certain Joinder and Second Amendment to Loan and Security Agreement by and among Bank, Grantor, and Anduril Industries, Inc. dated as of even date herewith (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank 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 of 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 (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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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:

AREA-I, LLC

By:   
Name: Brian Schimpf  
Title: Manager

BANK:

SILICON VALLEY BANK

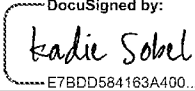
By:   
Name: Kadie Sobel  
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country</u>
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	15/092,219	4/6/2016	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	15/092,237	4/6/2016	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	15/092,257	4/6/2016	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	15/388,396	12/22/2016	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	15/388,433	12/22/2016	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	15/388,478	12/22/2016	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	16/700,436	12/2/2019	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	2018 06449	6/8/2018	United States
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	2018/06641	5/10/2018	Ukraine
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	10-2018-7016428	6/8/2018	Turkey
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	2018-524480	5/8/2018	South Korea
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	2018-226113	11/30/2018	Japan
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	2018-226114	11/30/2018	Japan
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	259274	5/10/2018	Japan
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	262910	11/11/2018	Israel
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	262914	11/11/2018	Israel
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	201827021560	6/8/2018	Israel
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	16864692.5	5/11/2018	India
Aerial Vehicle With Deployable Components	19170491.5	4/21/2016	European Patent Office
Aerial Vehicle With Deployable Components	19170501.1	4/21/2016	European Patent Office
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	3,005,149	5/10/2018	European Patent Office
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	112018009344-0	5/8/2018	Canada



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country</u>
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	BR 12 2019 008301 0	4/24/2019	Brazil
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	BR 12 2019 008408 4	4/24/2019	Brazil
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	2016351357	5/4/2018	Brazil
AERIAL VEHICLE WITH DEPLOYABLE COMPONENTS	PCT/US16/28649 62/254,098	4/21/2016	Australia
AIR VEHICLE WITH DEPLOYABLE COMPONENTS		11/11/2015	WIPO
DEPLOYMENT DEVICE	63/019,967	5/4/2020	United States
ROTATING RELEASE LAUNCHING SYSTEM	17/089,937	11/5/2020	United States
FOLDABLE PROPELLER BLADE WITH LOCKING MECHANISM	15/471,877	3/28/2017	United States
FOLDABLE PROPELLER BLADE WITH LOCKING MECHANISM	269770	10/2/2019	Israel
FOLDABLE PROPELLER BLADE WITH LOCKING MECHANISM	PCT/US18/24891	3/28/2018	WIPO

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country</u>
AGILE LAUNCH TACTICALLY INTEGRATED UNMANNED SYSTEM	88/339,846	March 14, 2019	United States
AIR-LAUNCHED TUBE INTEGRATED UNMANNED SYSTEM	5,969,451	January 21, 2020	United States
ALTIUS	5,844,231	August 27, 2019	United States
<del>AREA-I</del>	5,670,361	February 5, 2019	United States
WHERE IDEAS TAKE FLIGHT	5,670,362	February 5, 2019	United States
AREA-I	5,670,360	February 5, 2019	United States
WHERE IDEAS TAKE FLIGHT	2012758 (IR 1468962)	December 20, 2018	Australia
<del>AREA-I</del>	2014136 (IR 1470705)	December 20, 2018	Australia
AREA-I	2012783 (IR 1469140)	December 20, 2018	Australia
WHERE IDEAS TAKE FLIGHT	IR 1468962	December 20, 2018	United Kingdom
<del>AREA-I</del>	IR 1470705	December 20, 2018	United Kingdom
AREA-I	IR 1469140	December 20, 2018	United Kingdom
WHERE IDEAS TAKE FLIGHT	App. No. 1937921	June 22, 2018	Canada
<del>AREA-I</del>	App. No. 1937920	June 22, 2018	Canada
AREA-I	App. No. 1937919	June 22, 2018	Canada

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.