

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667502

<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>
Unical Aviation Inc.		08/13/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3733471	UNICAL	
<b>Registration Number:</b>	5392567	UNICAL	
<b>Registration Number:</b>	5980443	UNICAL DEFENSE	
<b>Registration Number:</b>	5381304	UNICAL AERO	
<b>Registration Number:</b>	5476202	UNICAL MRO	
<b>Registration Number:</b>	5607546	UNICAL 145	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,kate.ferrara@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	08/13/2021		
<b>Total Attachments: 5</b>			

OP \$165.00 3733471

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 13 day of August, 2021, by UNICAL AVIATION INC., a California corporation having an office at 680 South Lemon Ave, City of Industry, CA 91789 (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION having an office at 500 First Avenue, Pittsburgh, PA 15219, a Pennsylvania National Banking Association in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement and Guaranty dated as of August 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor, URSUS ACQUISITION CORPORATION, a Delaware corporation (“Ursus Acquisition”), UNICAL 145 INC., a California corporation (“Unical 145”), UNICAL AERO INC., a Delaware corporation (“Unical Aero”), UNICAL MRO INC., a Delaware corporation (“Unical MRO”), UNICAL AVIATION DIS CORP., a Delaware corporation (“Unical DIS”, and together with Grantor, Ursus Acquisition, Unical 145, Unical MRO, and each other Person party thereto as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), URSUS INTERMEDIATE HOLDING II CORPORATION, a Delaware corporation (“Holdings”), the other Subsidiary Guarantors party thereto, the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders and each other Secured Party a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s copyrights and copyright applications and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto (collectively, “Copyrights”);

(b) all of Grantor’s patents, of any class or type, including utility patents, utility models, design patents, invention certificates, and patent applications (including provisional and nonprovisional applications), continuations, divisionals, continuations-in-part, continuing prosecution applications, and improvements for, or related to, any Patents,

and registered with the United States Patent and Trademark Office, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto (collectively, "Patents");

(c) all of Grantor's trademarks, service marks, trade names, mask works, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto (collectively, "Trademarks"), other than any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office;

(d) all reexaminations, reissues, continuations, reversions or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new registered IP Collateral. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new registered IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or

detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

6. GOVERNING LAW. Section 16.1 of the Credit Agreement is incorporated herein, *mutatis mutandis*.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[signature page follows]*

Grantor has signed this Agreement as of the day and year first above written.

UNICAL AVIATION INC

By:



Name: Mary Ann Sigler

Title: President and Treasurer

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SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

Mark	Jurisdiction	Registration Number/ (Application Number)	Registration Date/ (Application Date)	Grantor
UNICAL	United States	3,733,471	1/5/2010	Unical Aviation Inc.
UNICAL	United States	5,392,567	1/30/2018	Unical Aviation Inc.
UNICAL DEFENSE AND DESIGN	United States	5,980,443	2/11/2020	Unical Aviation Inc.
UNICAL AERO AND DESIGN	United States	5,381,304	1/16/2018	Unical Aviation Inc.
UNICAL MRO & DESIGN	United States	5,476,202	5/22/2018	Unical Aviation Inc.
UNICAL 145 & DESIGN	United States	5,607,546	11/13/2018	Unical Aviation Inc.

[Intellectual Property Security Agreement (Unical)]  
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