TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM674658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intelligent Automation, LLC		09/15/2021	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Collateral Agent	
Street Address:	227 West Monroe Street, Suite 5400	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4743513	SCRAAWL
Registration Number:	3257603	CYBELEPRO
Registration Number:	4418742	RFNEST
Registration Number:	5943529	SCRAAWL TXT
Registration Number:	5995387	TXT
Registration Number:	5943535	SCRAAWL PIXL
Registration Number:	5995396	PIXL
Registration Number:	5943543	SCRAAWL SOCL
Registration Number:	5995402	SOCL
Serial Number:	90085537	SYMPATICO

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

312-577-8438 Phone:

raquel.haleem@katten.com Email:

Raquel Haleem c/o Katten Muchin Rosenman **Correspondent Name:**

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	/Raquel Haleem/	
DATE SIGNED:	09/15/2021	
Total Attachments: 10	•	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 15, 2021, among Intelligent Automation, LLC, a Maryland limited liability company ("Grantor"), and Madison Capital Funding LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS

- (A) BlueHalo Financing Holdings (f/k/a Aegis Financing Holdings, LLC), a Delaware limited liability company ("Holdings"), BlueHalo Global Holdings, LLC (f/k/a Global Holdings, LLC), a Delaware limited liability company ("Global Holdings"), BlueHalo, LLC (f/k/a The Aegis Technologies Group, LLC), an Alabama limited liability company ("Borrower"), the financial institutions party thereto as lenders (each individually referred to as a "Lender" and collectively as "Lenders"), Madison Capital Funding LLC, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent") and the other parties thereto are parties to that certain A&R Credit Agreement dated as of October 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "A&R Credit Agreement").
- (B) Grantor is party to that certain Amended and Restated Pledge and Security Agreement, dated as of October 30, 2020 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the "A&R Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the A&R Credit Agreement, the A&R Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the A&R Pledge and Security Agreement and used herein have the meaning given to them in the A&R Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the A&R Credit Agreement), Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

"Intellectual Property Collateral" means Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Assets):

i. all Copyrights owned by Grantor, including those referred to on <u>Schedule I</u> hereto;

- ii. all Patents owned by Grantor, including those referred to on Schedule I hereto;
- iii. all Trademarks owned by Grantor, including those referred to on Schedule I hereto;
- iv. all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor;
- v. all reissues, continuations or extensions of the foregoing; and
- vi. all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright, Trademark, or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 A&R Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the A&R Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the A&R Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the A&R Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the A&R Pledge and Security Agreement, the A&R Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

INTELLIGENT AUTOMATION, LLC,

as Grantor

By:____

Name: Henry Albers Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED:

MADISON CAPITAL FUNDING LLC,

as the Collateral Agent

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Name: Jeff Karczynski

Title: Director

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT U.S. COPYRIGHT REGISTRATIONS

U.S. Copyrights

Grantor	Title	Registration No.	Date
INTELLIGENT AUTOMATION, LLC	COMPUTER ASSISTED PLANNING FOR EDUCATIONAL RESOURCES (CAPER)	TXu000351192	10/13/1988

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT U.S. PATENT REGISTRATIONS AND APPLICATIONS

U.S. Patents

Grantor	Title	Registration No. or Application No.	Date
INTELLIGENT AUTOMATION, LLC	COMPUTERIZED SYSTEM AND METHODS OF BALLISTIC ANALYSIS FOR GUN IDENTIFIABILITY AND BULLET-TO- GUN CLASSIFICATIONS	6785634	AUGUST 31, 2004
INTELLIGENT AUTOMATION, LLC	AUTOMATED COMPUTER-BASED READING TUTORING SYSTEMS AND METHODS	7062220	JUNE 13, 2006
INTELLIGENT AUTOMATION, LLC	AUTOMATED SYSTEM AND METHOD FOR TOOL MARK ANALYSIS	7212949	MAY 1, 2007
INTELLIGENT AUTOMATION, LLC	ADS-B RADAR SYSTEM	7414567	AUGUST 19, 2008
INTELLIGENT AUTOMATION, LLC	HYDRATION AND COMPOSITION MEASUREMENT DEVICE AND TECHNIQUE	8128561	MARCH 6, 2012
INTELLIGENT AUTOMATION, LLC	PERIMETER SECURITY SYSTEM	8232878	JULY 31, 2012
INTELLIGENT AUTOMATION, LLC	SYSTEMS AND METHODS FOR AUTOMATIC TARGET TRACKING	8400619	MARCH 19, 2013

	AND BEAM STEERING		
INTELLIGENT AUTOMATION, LLC	PERIMETER SECURITY SYSTEM	8456304	JUNE 4, 2013
INTELLIGENT AUTOMATION, LLC	GRAPHICAL MODELS FOR CYBER SECURITY ANALYSIS IN ENTERPRISE NETWORKS	8881288	NOVEMBER 4, 2014
INTELLIGENT AUTOMATION, LLC	HYDRATION AND COMPOSITION MEASUREMENT DEVICE AND TECHNIQUE	9066705	JUNE 30, 2015
INTELLIGENT AUTOMATION, LLC	WIRELESS DEVICE DETECTION SYSTEM	9237422	JANUARY 12, 2016
INTELLIGENT AUTOMATION, LLC	PARACHUTE DATA RECORDER SYSTEM	9522743	DECEMBER 20, 2016
INTELLIGENT AUTOMATION, LLC	SECURITY CONTROL SYSTEM FOR PROTECTION OF MULTI-CORE PROCESSORS	10019576	JULY 10, 2018
INTELLIGENT AUTOMATION, LLC	COMBINED GLOBAL-LOCAL STRUCTURAL HEALTH MONITORING	10983095	APRIL 20, 2021
INTELLIGENT AUTOMATION, LLC	SYSTEMS AND MEANS FOR DETECTING AND GENERATING AUTOMATED PROGRAMS USED TO GENERATE SOCIAL MEDIA	11005843	MAY 11, 2021
INTELLIGENT AUTOMATION, LLC	SELF-SHIELDING DYNAMIC	10447710	OCTOBER 15, 2019

	NETWORK ARCHITECTURE		
INTELLIGENT AUTOMATION, LLC	SYSTEM AND MEANS FOR GENERATING SYNTHETIC SOCIAL MEDIA DATA	10719779	JULY 21, 2020
INTELLIGENT AUTOMATION, LLC	METHOD AND SYSTEM FOR NON- DESTRUCTIVE EVALUATION OF CONDUCTING STRUCTURES	7427867	SEPTEMBER 23, 2008
INTELLIGENT AUTOMATION, LLC	VESTIBULAR REHABILITATION SYSTEM AND METHOD	17/014,615	SEPTEMBER 8, 2020
INTELLIGENT AUTOMATION, LLC	SYSTEM, APPARATUS AND METHOD FOR AUTOMATED MEDICATION ADHERENCE IMPROVEMENT	16/844,394	APRIL 9, 2020
INTELLIGENT AUTOMATION, LLC	CIRCADIAN RHYTHM MONITORING AND REGULATION SYSTEM (co-owned by Rensselaer Polytechnic Institute)	16/888,083	MAY 29, 2020
INTELLIGENT AUTOMATION, LLC	DISTRIBUTED NETWORK CONTROL AND LINK ACTIVATION FOR MULTI-USER MIMI COMMUNICATIONS	17/007,970	AUGUST 31, 2020
INTELLIGENT AUTOMATION, LLC	SYSTEM AND METHOD FOR LIGHT STEERING AND STABILIZED	63/156,550	MARCH 4, 2021

LASER DESIGNATOR		
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SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Registration No. or Application No.	Date
INTELLIGENT AUTOMATION, LLC	SCRAAWL and Design	4743513	5/26/2015
INTELLIGENT AUTOMATION, LLC	CYBELEPRO	3257603	7/3/2027
INTELLIGENT AUTOMATION, LLC	RFNEST	4418742	10/15/2013
INTELLIGENT AUTOMATION, LLC	SCRAAWL TXT	5943529	12/24/2019
INTELLIGENT AUTOMATION, LLC	TXT and Design	5995387	2/25/2020
INTELLIGENT AUTOMATION, LLC	SCRAAWL PIXL	5943535	12/24/2019
INTELLIGENT AUTOMATION, LLC	PIXL and Design	5995396	2/25/2020
INTELLIGENT AUTOMATION, LLC	SCRAAWL SOCL	5943543	12/24/2019
INTELLIGENT AUTOMATION, LLC	SOCL and Design	5995402	2/25/2020
INTELLIGENT AUTOMATION, LLC	SYMPATICO	90085537	3/23/21

TRADEMARK REEL: 007422 FRAME: 0287

RECORDED: 09/15/2021