

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueHalo, LLC		09/15/2021	Limited Liability Company: ALABAMA
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: 1			
Property Type	Number	Word Mark	
Serial Number:	90336685	LEADING THE TRANSFORMATION OF MODERN WAR	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
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: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of September 15, 2021, among BlueHalo, LLC, an Alabama 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”), Grantor, 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 Schedule I 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.

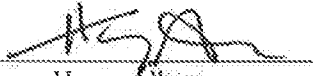
SECTION 5 Governing Law

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, 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.

BLUEHALO, LLC,
as Grantor

By: 
Name: Henry Albers
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007422 FRAME: 0591

ACCEPTED AND AGREED:

MADISON CAPITAL FUNDING LLC,
as the Collateral Agent

By:  DocuSigned by:
824743EABD8740E
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

None.

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
BlueHalo, LLC	Atmospheric characterization systems and methods	15997304	6/4/18

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
BlueHalo, LLC	LEADING THE TRANSFORMATION OF MODERN WARFARE	90336685	11/23/20