

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678458

<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>
L3 Electron Devices, Inc.,		10/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Société Générale, a Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4132099	NANOMPM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122305199		
<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>	212-318-6518		
<b>Email:</b>	terrenceboyle@paulhastings.com		
<b>Correspondent Name:</b>	Terrence G. Boyle		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	79896.00037		
<b>NAME OF SUBMITTER:</b>	Terrence G. Boyle		
<b>SIGNATURE:</b>	/s/ Terrence G. Boyle		
<b>DATE SIGNED:</b>	10/01/2021		
<b>Total Attachments: 7</b>			
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## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 1, 2021, among L3 Electron Devices, Inc., a Delaware corporation (each of the foregoing a “**Grantor**”, and collectively, “**Grantors**”) and Société Générale, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS

- (A) Stellant Systems Intermediate, Inc., a Delaware corporation, Stellant Midco, LLC, a Delaware limited liability company, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”) and Société Générale, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”), are parties to that certain Credit Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to that certain First Lien Pledge and Security Agreement, dated as of October 1, 2021 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 “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the 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 Pledge and Security Agreement and used herein have the meaning given to them in the 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 Credit Agreement), each Grantor hereby pledges and 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 each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

(a) all Patents owned by any Grantor, including those referred to on Schedule I hereto;

(b) all Trademarks owned by any Grantor, including those referred to on Schedule II hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;

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

(e) 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 Trademark or Patent, as applicable or (ii) injury to the goodwill associated with any Trademark or Patent, as applicable.

### **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 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 Pledge and Security Agreement, and each 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 Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the 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 Pledge and Security Agreement, the 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.

L3 ELECTRON DEVICES, INC., as a Grantor

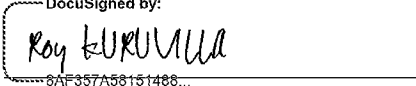
By   
Name: John Hahn  
Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK  
REEL: 007440 FRAME: 0172

**ACCEPTED AND AGREED:**

**SOCIÉTÉ GÉNÉRALE,**  
as the Collateral Agent

By:    
Name: Roy Kuruvilla  
Title: Managing Director

**SCHEDULE I TO THE FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**U.S. PATENT REGISTRATIONS AND APPLICATIONS**

**U.S. Patents**

<b>Appl. No.</b>	<b>File Date</b>	<b>Status</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>	<b>Owner</b>
10/091433	3/5/2002	Granted	6653787	11/25/2003	HIGH-POWER DENSITY MULTISTAGE DEPRESSED COLLECTOR	L-3 Technologies, Inc.
13/492645	6/8/2012	Granted	8610343	12/17/2013	VACUUM ELECTRON DEVICE ELECTRODES AND COMPONENTS MANUFACTURED FROM HIGHLY ORIENTED PYROLYTIC GRAPHITE (HOPG)	L-3 Technologies, Inc.
11/531196	9/12/2006	Granted	7550909	6/23/2009	ELECTRON GUN PROVIDING IMPROVED THERMAL ISOLATION	L-3 Technologies, Inc.
11/834568	8/6/2007	Granted	7638946	12/29/2009	APPARATUS AND METHOD FOR TRAJECTORY MODULATION OF AN ELECTRON BEAM	L-3 Technologies, Inc.
12/033836	2/19/2008	Granted	7639785	12/29/2009	COMPACT SCANNED ELECTRON-BEAM X-RAY SOURCE	L-3 Technologies, Inc.
11/946718	11/28/2007	Granted	7688132	3/30/2010	METHOD AND APPARATUS FOR RF INPUT COUPLING FOR INDUCTIVE OUTPUT TUBES AND OTHER EMISSION-GATED DEVICES	L-3 Technologies, Inc.
12/490251	6/23/2009	Granted	8129910	3/6/2012	MAGNETICALLY INSULATED COLD-CATHODE ELECTRON GUN	L-3 Technologies, Inc.
12/551174	8/31/2009	Granted	8217577	7/10/2012	HYBRID MODULATION IN AN MISSION-GATED ELECTRON GUN	L-3 Technologies, Inc.
12/551110	8/31/2009	Granted	8330345	12/11/2012	ACTIVE ELECTRONICALLY STEERED CATHODE EMISSION	L-3 Technologies, Inc.
12/881009	9/13/2010	Granted	8648533	2/11/2014	OVERMODED CAVITY BOUNDED BY FIRST AND SECOND GRIDS FOR PROVIDING ELECTRON BEAM/RF SIGNAL INTERACTION THAT IS TRANSVERSELY	L-3 Technologies, Inc.

<b>Appl. No.</b>	<b>File Date</b>	<b>Status</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>	<b>Owner</b>
					DISTRIBUTED ACROSS THE CAVITY	
13/206294	8/9/2011	Granted	8716925	5/6/2014	ADJUST ABLE PERVEANCE ELECTRON GUN HEADER	L-3 Technologies, Inc.
13/785530	3/5/2013	Granted	9000670	4/7/2015	HARMONIC MODE MAGNETRON	L-3 Technologies, Inc.
10/011159	12/5/2001	Granted	6619028	9/16/2003	ELECTRIC THRUSTER MADE WITH SURFACE TREATMENTS FOR IMPROVED THERMAL MANAGEMENT	L-3 Electron Technologies, Inc.
09/949480	9/7/2001	Granted	6771014	8/3/2004	CATHODE DESIGN	L-3 Electron Technologies, Inc.
10/011387	12/4/2001	Granted	6964396	11/15/2005	AUTOMATIC ACCEL VOLT AGE TRACKING SYSTEM FOR AN ION THRUSTER	L-3 Electron Technologies, Inc.
16/376947	4/5/2019	Granted	10672583	6/2/2020	SHEET BEAM ELECTRON GUN USING AXIALLY- SYMMETRIC SPHERICAL CATHODE	L3 Electron Devices, Inc.
12/043302	3/6/2008	Abandoned (but still active)	7477042	1/13/2009	ION ENGINE POWER SUPPLY	L-3 Electron Technologies, Inc.



**SCHEDULE II TO THE FIRST LIEN INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

**U.S. Trademarks**

<b>Trademark</b>	<b>Appl. No.</b>	<b>File Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
NANOPM	76705798	Dec. 27, 2010	4132099	Apr. 24, 2012	L-3 Technologies, Inc.