

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLUTE		01/25/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	590 Madison Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2885767	SOLUTE	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	6178568200		
Email:	ip@brownrudnick.com		
Correspondent Name:	Brown Rudnick LLP		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28228/36		
NAME OF SUBMITTER:	Matthew P. York		
SIGNATURE:	/Matthew P. York/		
DATE SIGNED:	01/26/2022		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of January 25, 2022, by **SOLUTE**, a California corporation (the “**Grantor**”), in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Sigma Defense Systems LLC, a Delaware limited liability company (f/k/a Sigma Defense Systems, Inc., a Georgia corporation) (“**Borrower**”), Sigma Intermediate Holdings LLC, a Delaware limited liability company (“**Holdings**”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and Grantee are parties to that certain Credit and Guaranty Agreement, dated as of December 18, 2020 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to the Borrower; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement, dated as of December 18, 2020 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), among Borrower, Holdings and the other Grantors party thereto from time to time and Grantee and certain other Security Documents now and/or hereafter executed by the Grantor in favor of Grantee, the Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in and lien on substantially all of the assets of the Grantor including, among other things, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, 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, (b) rights to sue for past, present and future infringements thereof and (c) renewals thereof ((a) through (c), collectively, “**Trademarks**”), (d) all agreements, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), and (e) all products and proceeds thereof, to secure the payment and performance in full of all Obligations owing under the Financing Documents;

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

1. **Incorporation of Credit Agreement and Security Documents.** The Credit Agreement, the Security and Pledge Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security and Pledge Agreement or Credit Agreement, as applicable.

2. **Grant of Security Interests.** To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantor provided for or created under any other Security Document, the Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in and lien on, and a right to set off against, any and all right, title and interest of the Grantor in and to all of the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired, or arising hereafter:

(i) the Trademarks, including each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; provided, however, that the Trademark Collateral shall not include any intent-to use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto (only to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use Trademark application under applicable Law); and

(ii) all accessions, products and proceeds of the forgoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. The Grantor hereby covenants and agrees that, in connection with the delivery by the Grantor of the Compliance Certificate required to be delivered by or on behalf of the Grantor under Sections 4.1(b) and 4.1(d) of the Credit Agreement in connection with the financial statements of the Grantor and its affiliates, the Grantor shall (i) provide Grantee a listing of any new registered Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which the Grantor shall grant and reconfirm the grant of a security interest in and lien on such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security and Pledge Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Miscellaneous. The terms and provisions of Sections 10 (Continuing Agreement; Release), 11 (Amendments; Waivers; Modifications, etc.), 12 (Successors in Interest), 13 (Notices), 14 (Counterparts), 15 (Headings), 16 (Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial), 17 (Severability), 18 (Entirety), 19 (Other Security), 20 (Rights of Required Lenders), 22 (Joint and Several Liability), 23 (Waiver of Subrogation), 24 (Marshalling) and 25 (Waiver of Bond) of the Security and Pledge Agreement and Article 9 (Expenses and Indemnity) of the Credit Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

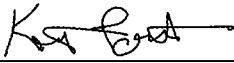
6. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SOLUTE

By: 
Name: Ken Pomietto
Title: Chief Financial Officer

Accepted and agreed to as of the date
first above written.

GRANTEE:

PENNANTPARK LOAN AGENCY SERVICING, LLC,
as Administrative Agent

By: 

Name: Arthur H. Penn

Title: Chief Executive Officer

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademarks

Owner	Trademark	Reg. No.	Reg. Date	Jurisdiction

Schedule I