

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CENTRA Technology Inc.		02/15/2022	Corporation: MARYLAND
Delta Bridge, Inc.		02/15/2022	Corporation: VIRGINIA
DynCorp LLC		02/15/2022	Limited Liability Company: DELAWARE
FCI Federal, LLC		02/15/2022	Limited Liability Company: VIRGINIA
Pacific Architects and Engineers, LLC		02/15/2022	Limited Liability Company: DELAWARE
PAE Labat-Anderson LLC		02/15/2022	Limited Liability Company: VIRGINIA
PAE National Security Solutions LLC		02/15/2022	Limited Liability Company: VIRGINIA
TATE, Incorporated		02/15/2022	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as administrative agent
Street Address:	155 Wellington Street West, 8th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V 3K7
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1623011	PAE
Registration Number:	2454981	PAE GOVERNMENT SERVICES, INC.
Registration Number:	5275690	FCI FEDERAL
Registration Number:	5421251	PROCEED
Registration Number:	3817065	TATE INCORPORATED
Registration Number:	3802596	ITATE-SOLUTIONS
Registration Number:	4056844	TATE
Registration Number:	4056845	TATE INCORPORATED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3939053	TATE
Registration Number:	2951012	TATE INCORPORATED
Registration Number:	5622858	ASPEN
Registration Number:	5638633	COPPER SKY
Registration Number:	5098994	DELTA BRIDGE
Registration Number:	5098995	DELTA BRIDGE
Registration Number:	5456581	FLYTRAP
Registration Number:	5098996	M
Registration Number:	5257162	MM
Registration Number:	5098997	MOBILE MOAT
Registration Number:	5441594	PEAR BOX
Registration Number:	3963235	TATE, INCORPORATED
Registration Number:	5175239	TATE INCORPORATED
Registration Number:	6076580	SMARTGEO
Registration Number:	3615831	DON'T FIGHT FOR SURVIVAL, TRAIN FOR IT.
Registration Number:	4016289	ENGINEERED SURVIVAL
Registration Number:	3817063	TATE
Registration Number:	3616032	TRAIN, ENDURE, SURVIVE.
Registration Number:	2916094	TRUSTED AGENT FOR TECHNOLOGY AND ENGINEE
Registration Number:	2916096	TRUSTED AGENT FOR TRAINING AND EDUCATION
Serial Number:	88913675	BOXR
Serial Number:	88913665	BOXR

CORRESPONDENCE DATA

Fax Number: 2125305219

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.

Phone: 2125305878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

NAME OF SUBMITTER:	John Garces
SIGNATURE:	/John Garces/
DATE SIGNED:	03/10/2022

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 15, 2022 (this “Agreement”), by CENTRA Technology Inc., Delta Bridge, Inc., DynCorp LLC, FCI Federal, LLC, Pacific Architects and Engineers, LLC, PAE Labat-Anderson LLC, PAE National Security Solutions LLC and TATE, Incorporated (each, a “Grantor”) in favor of Royal Bank of Canada, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement (as defined below)) have extended credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain Second Lien Term Loan Agreement, dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Amentum Parent Holdings LLC, Amentum Holdings LLC, Amentum Government Services Holdings LLC, Amentum N&E Holdings LLC, the Lenders from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement (including any terms defined therein by reference). Section 1.03 of the Credit Agreement shall apply to this Agreement *mutatis mutandis*.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its rights, title and interests in, to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- (b) all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- (c) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and
- (d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **GOVERNING LAW.** THIS AGREEMENT, AND ANY CLAIM, CONTROVERSY OR DISPUTE (WHETHER IN TORT, IN CONTRACT, AT LAW OR IN EQUITY OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement that is an Electronic Signature (as defined below) transmitted by facsimile or by email as a “.pdf” or “.tif” attachment that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution”, “signed”, “signature”, “delivery”, and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system as the case may be. “Electronic Signature” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CENTRA TECHNOLOGY INC.

By: 

Name: Mark Monroe
Title: Treasurer and Chief Financial Officer

DELTA BRIDGE, INC.
DYNCORP LLC
PACIFIC ARCHITECTS AND ENGINEERS,
LLC
PAE LABAT-ANDERSON LLC
PAE NATIONAL SECURITY SOLUTIONS
LLC
TATE, INCORPORATED

By: 

Name: Mark Monroe
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement (2L)]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FCI FEDERAL, LLC

By: Stephanie Finn
Name: Stephanie Finn
Title: Secretary

[Signature Page to Intellectual Property Security Agreement (2L)]

TRADEMARK
REEL: 007655 FRAME: 0880

SCHEDULE I**TRADEMARK REGISTRATIONS**

Name of Owner	Mark	Country	Reg. #/App.#	Reg. Date/ App. Date
Pacific Architects and Engineers, LLC (f/k/a Pacific Architects and Engineers Incorporated)	PAE	USA	Registration No. 1623011	Registered 11/13/1990
Pacific Architects and Engineers, LLC (f/k/a Pacific Architects and Engineers Incorporated)	PAE Government Services, Inc.	USA	Registration No. 2454981	Registered 5/29/2001
FCI Federal, LLC (f/k/a FCI Federal, Inc.)	FCI FEDERAL	USA	Registration No. 5275690	Registered 8/29/2017
FCI Federal, LLC (f/k/a FCI Federal, Inc.)	PROCEED	USA	Registration No. 5421251	Registered 3/13/2018
TATE, Incorporated	TATE INCORPORATED	USA	Registration No. 3817065	Registered 7/13/2010
TATE, Incorporated	iTate-Solutions	USA	Registration No. 3802596	Registered 6/15/2010
TATE, Incorporated	TATE	USA	Registration No. 4056844	Registered 11/15/2011
TATE, Incorporated	Tate Incorporated	USA	Registration No. 4056845	Registered 11/15/2011
TATE, Incorporated	Tate	USA	Registration No. 3939053	Registered 3/29/2011
TATE, Incorporated	TATE INCORPORATED (STYLIZED/DESIGN)	USA	Registration No. 2951012	Registered 5/17/2005
Delta Bridge, Inc.	ASPEN	USA	Registration No. 5622858	Registered 12/4/2018
Delta Bridge, Inc.	COPPER SKY	USA	Registration No. 5638633	Registered 12/25/2018
Delta Bridge, Inc.	DELTA BRIDGE	USA	Registration No. 5098994	Registered 12/13/2016
Delta Bridge, Inc.	DELTA BRIDGE Design	USA	Registration No. 5098995	Registered 12/13/2016
Delta Bridge, Inc.	FLYTRAP	USA	Registration No. 5456581	Registered 5/1/2018
Delta Bridge, Inc.	M Circle Design	USA	Registration No. 5098996	Registered 12/13/2016
Delta Bridge, Inc.	MM	USA	Registration No. 5257162	Registered 8/1/2017
Delta Bridge, Inc.	MOBILE MOAT	USA	Registration No. 5098997	Registered 12/13/2016
Delta Bridge, Inc.	PEAR BOX	USA	Registration No. 5441594	Registered 4/10/2018

TATE, Incorporated	TATE, Incorporated	USA	Registration No. 3963235	Registered 5/17/2011
TATE, Incorporated	TATE INCORPORATED (STYLIZED/DESIGN)	USA	Registration No. 5175239	Registered 4/4/2017
CENTRA Technology Inc.	SMARTGeo	USA	Registration No. 6076580	Registered 6/9/2020
TATE, Incorporated	DON'T FIGHT FOR SURVIVAL, TRAIN FOR IT.	USA	Registration No. 3615831	Registered 5/5/2009
TATE, Incorporated	ENGINEERED SURVIVAL	USA	Registration No. 4016289	Registered 8/23/2011
TATE, Incorporated	TATE	USA	Registration No. 3817063	Registered 7/13/2010
TATE, Incorporated	TRAIN, ENDURE, SURVIVE.	USA	Registration No. 3616032	Registered 5/5/2009
TATE, Incorporated	TRUSTED AGENT FOR TECHNOLOGY AND ENGINEERING	USA	Registration No. 2916094	Registered 1/4/2005
TATE, Incorporated	TRUSTED AGENT FOR TRAINING AND EDUCATION	USA	Registration No. 2916096	Registered 1/4/2005

TRADEMARK APPLICATIONS

Name of Owner	Mark	Country	Reg. #/App.#	Reg. Date/ App. Date
Delta Bridge, Inc.	BOXR and Design	USA	Application No. 88913675	Filed 5/13/2020
Delta Bridge, Inc.	BOXR	USA	Application No. 88913665	Filed 5/13/2020

SCHEDULE II

ISSUED PATENTS

Registered Owner	Serial Number	Description
DynCorp LLC (f/k/a DynCorp)	7259693 B2	Air Vessel Tracking and Method named SURETRAK
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	8484066	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	8812343	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	9177279 B2	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE

PATENT APPLICATIONS

Registered Owner	Application Number	Description
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	14/930397	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE Amendment filed July 12, 2016

SCHEDULE III

COPYRIGHT REGISTRATIONS

Name of Owner	Title	Reg. #/App.#	Reg. Date/App. Date
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Advanced Explosive Ordnance Disposal (AEOD)	TX0007245602	2009-05-05
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Advanced Improvised Explosive Device (IED) Large Vehicle (LED) & WMD Electronics Course	TXu001228968	2004-11-01
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Advanced Maritime Interdiction	TX0007590446	2009-05-05
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Asymmetric IED Threats-Biological, Nuclear and Radioactive, Chemical and Homemade Explosives	TX0007590436	2009-05-05
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Basic Improvised Explosive Device and Defeat (BIEDD)	TX0007248403	2009-05-05
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Basic Maritime Interdiction	TX0007586769	2009-05-05
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Bomb Squad/SWAT Interoperability	TX0007590459	2009-05-05
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Hazardous Device Recognition & Search Course	TX0007237888	2009-06-10
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	OPFOR IED Network (OIN) – Fabrication and Initiation Team (FIT) and Supply and Emplacement Team (SET)	TX0007237918	2009-06-10
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Post Blast Investigation (PBI)	TX0007237863	2009-06-10
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	Underwater hazardous devices search course	TXu001240832	2005-04-11
PAE National Security Solutions LLC (f/k/a A-T Solutions, Inc.)	CAMTES Computer Assisted Maritime Threat Evaluation System	VAu001226777	2015-11-09
PAE Labat-Anderson LLC (f/k/a Labat-Anderson Incorporated)	Advanced Wang word processing: course 200	TXu000140062	1983-10-27
PAE Labat-Anderson LLC (f/k/a Labat-Anderson Incorporated)	ATOMS 5	TXu000826429	1997-08-25
PAE National Security Solutions LLC (f/k/a Accelligence LLC)	Counterterrorism: Learning from the UK Experience	TXu001638095	2009-06-01
DynCorp LLC	Directory of environmental testing laboratories	TX0004283015	1996
DynCorp LLC	Directory of environmental testing laboratories	TX0004002872	1994
DynCorp LLC	Directory of environmental testing laboratories	CSN0110462	1994, 1995, 1996
DynCorp LLC	DynCorp's environmental testing laboratory survey	TXu000625487	1994-03-28
DynCorp LLC	DynInsight	TXu000816239	1997-08-20
DynCorp LLC	Enterprize	TXu000799171	1997-11-04
TATE, Incorporated	IResponse Classroom Responder System.	TX0007142576	2009-11-16

TATE, Incorporated	iMTS	TX0007127378	2009-09-10
Pacific Architects and Engineers, LLC	65 Years of Innovation. The Story of PAE.	TXu002232735	2020-12-10

COPYRIGHT APPLICATIONS

None.