

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733826

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PROMODEL CORPORATION | | 06/06/2022 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | BANK OF AMERICA, N.A., as the Collateral Agent | | |
| Street Address: | 11810 GRAND PARK AVE | | |
| Internal Address: | STE 700 | | |
| City: | NORTH BETHESDA | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20852 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6003681 | | |
| Registration Number: | 5917018 | SHIPYARD AI | |
| Registration Number: | 5740103 | FUTUREFLOW RX | |
| Registration Number: | 2078768 | SIMRUNNER | |
| Registration Number: | 1914096 | SERVICEMODEL | |
| Registration Number: | 1859578 | MEDMODEL | |
| Registration Number: | 1688885 | PROMODEL | |
| Serial Number: | 88517430 | FUTUREFLOW AI | |
| Serial Number: | 88517410 | PROMODEL AI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043311159 | | |
| <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: | 7043311000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com | | |
| Correspondent Name: | Moore & Van Allen PLLC | | |
| Address Line 1: | 100 North Tryon Street | | |
| Address Line 2: | Suite 4700, ATTN: IP DEPARTMENT | | |

OP \$240.00 6003681

| | |
|---|---------------------------------|
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 |
| ATTORNEY DOCKET NUMBER: | 017625.005304 |
| NAME OF SUBMITTER: | John Slaughter |
| SIGNATURE: | /john slaughter/ |
| DATE SIGNED: | 06/10/2022 |
| Total Attachments: 6 source=IPSA - ProModel Corporation to Bank of America, N.A., as the Collateral Agent#page1.tif source=IPSA - ProModel Corporation to Bank of America, N.A., as the Collateral Agent#page2.tif source=IPSA - ProModel Corporation to Bank of America, N.A., as the Collateral Agent#page3.tif source=IPSA - ProModel Corporation to Bank of America, N.A., as the Collateral Agent#page4.tif source=IPSA - ProModel Corporation to Bank of America, N.A., as the Collateral Agent#page5.tif source=IPSA - ProModel Corporation to Bank of America, N.A., as the Collateral Agent#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 6, 2022 (this "Agreement"), among ProModel Corporation (the "Grantor") and Bank of America, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement, dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among BigBear.ai Holdings, Inc., a Delaware corporation (the "Lead Borrower"), the other Borrowers from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Bank of America, N.A., as administrative agent and collateral 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 or the Credit Agreement, as applicable.

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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral 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 right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule II; and

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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement. 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 shall be governed by, and construed in accordance with, the laws of the State of New York.

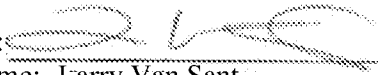
[Signature Pages Follow]

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

PROMODEL CORPORATION, a Pennsylvania corporation

By: *Louis Brothers*
Name: Louis R. Brothers
Title: Chief Executive Officer

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: 
Name: Larry Van Sant
Title: Senior Vice President

Schedule I

**ProModel Corporation
(Pennsylvania Corporation)**

U.S. Trademarks

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|---------------|-----------------|------------------|
| Design Only | 6003681 | 03/03/2020 |
| SHIPYARD AI | 5917018 | 11/19/2019 |
| FUTUREFLOW RX | 5740103 | 04/30/2019 |
| SIMRUNNER | 2078768 | 07/15/1997 |
| SERVICEMODEL | 1914096 | 08/22/1995 |
| MEDMODEL | 1859578 | 10/25/1994 |
| PROMODEL | 1688885 | 05/26/1992 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|---------------|------------------|--------------------|
| FUTUREFLOW AI | 88517430 | 07/16/2019 |
| PROMODEL AI | 88517410 | 07/16/2019 |

Schedule II

**ProModel Corporation
(Pennsylvania Corporation)**

U.S. Copyright

Copyright Registration

| Title | Reg. No. | Reg. Date |
|---------------------------------|--------------|------------|
| Promodel Corporation home page. | TX0005069909 | 10/07/1999 |

Schedule II