

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760431

<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>
Adacel Systems, Inc.		09/30/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	3225 Saint-Martin Boulevard West		
<b>Internal Address:</b>	Suite 201		
<b>City:</b>	Laval, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H7T 1S2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6572968	AERODRIVE	
<b>Serial Number:</b>	90307408	AEROTEACH	
<b>Serial Number:</b>	90307425	AEROBOOKS	
<b>Serial Number:</b>	90306666	AEROSCENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>	3172361313		
<b>Email:</b>	jgard@btlaw.com		
<b>Correspondent Name:</b>	Julia Spoor Gard		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	140010-4		
<b>NAME OF SUBMITTER:</b>	Julia Spoor Gard		
<b>SIGNATURE:</b>	/jgard/		
<b>DATE SIGNED:</b>	10/11/2022		
<b>Total Attachments: 5</b>			

OP \$115.00 6572968

source=Adacel Systems and Bank of Montreal Trademark Security Agreement#page1.tif  
source=Adacel Systems and Bank of Montreal Trademark Security Agreement#page2.tif  
source=Adacel Systems and Bank of Montreal Trademark Security Agreement#page3.tif  
source=Adacel Systems and Bank of Montreal Trademark Security Agreement#page4.tif  
source=Adacel Systems and Bank of Montreal Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 30, 2022, is made by ADACEL SYSTEMS, INC., a Texas corporation (“Grantor”), in favor of BANK OF MONTREAL, a Canadian bank (“Secured Party”).

Reference is hereby made to that certain Security Agreement, dated as of even date herewith (as amended, restated, supplemented, modified or otherwise in effect from time to time, the “Security Agreement”), by and among Grantor and Secured Party. Grantor has pledged and granted to Secured Party a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Indebtedness. Upon the indefeasible satisfaction in full of the Indebtedness, Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and lien upon all of the below listed property of Grantor, whether now owned or hereafter acquired, and wherever located: (i) its United States trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, (provided that no security interest shall be granted in any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.(the “Trademarks”)

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

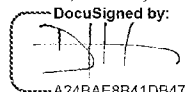
5.     Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6.     Governing Law. This Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles thereof.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

**ADACEL SYSTEMS, INC., Grantor**

DocuSigned by:  


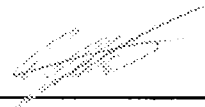
By: \_\_\_\_\_  
A24BAE8B41D8474

Name:

Title:

**BANK OF MONTREAL,**  
as Secured Party

By: \_\_\_\_\_

  
**Name:** Eric Gonthier  
**Title:** Senior Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007864 FRAME: 0415**

**SCHEDULE A****TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner Name	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Trademark
Adacel Systems Inc	US	90307481	November 9th, 2020	6572968	November 30th, 2021	1st Renewal 20311139	<b><u>AERODRIVE</u></b>
Adacel Systems Inc	US	90307408	November 9th, 2020	N/A	N/A		<b><u>AEROTEACH</u></b>
Adacel Systems Inc	US	90307425	November 9th, 2020	N/A	N/A		<b><u>AEROBOOKS</u></b>
Adacel Systems Inc	US	90306666	November 9th, 2020	N/A	N/A		<b><u>AEROSCENE</u></b>