

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Atomics International Services Corporation		01/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A., as Agent		
Street Address:	18300 Von Karman Avenue, Suite 550		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6432953	CRYOTECH QS50	
Registration Number:	5612966	CRYOTECH GLACIER AF	
Registration Number:	5612964	CRYOTECH LC17	
Registration Number:	5612965	CRYOTECH GLACIER RTU	
Registration Number:	3700195	CRYOTECH XT360	
Registration Number:	3881519	POLAR PLUS	
Registration Number:	3884259	POLAR GUARD	
Registration Number:	2796086	CRYOTECH BX36	
Registration Number:	2298648	NAAC	
Registration Number:	2058812	CMA40	
Registration Number:	1975007	CF7	
Registration Number:	1956263	CRYOTECH CMA	
Registration Number:	1805662	CRYOTECH E36	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		

CH \$340.00 6432953

Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 343995-66

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 01/10/2023

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 5, 2023, is made by and between GENERAL ATOMICS INTERNATIONAL SERVICES CORPORATION, a Delaware corporation (the “Grantor”), and MUFG UNION BANK, N.A., a national banking corporation (“MUFG”), as administrative agent for the Secured Parties referred to below (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

The Grantor, certain financial institutions as lenders (together with each of their respective successors and permitted assigns, each a “Lender” and collectively, the “Lenders”), and MUFG, as the Issuing Bank, the Swing Line Lender and the Agent, are parties to that certain Credit Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the “Credit Agreement”). In connection therewith, pursuant to the Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the “Security Agreement”), between the Grantor and the Agent, Grantor has granted to the Agent a security interest in all of Grantor’s present and future assets, including the intellectual property identified below, to secure the Secured Obligations. To supplement Agent’s security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or the Security Agreement, as applicable.

(b) Interpretation. The rules of interpretation set forth in Section 1.05 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all Patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to such licenses (including such Patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all Trademarks, including state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any such licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all Commercial Tort Claims associated with or arising out of any of the aforementioned properties and assets;

(v) all Accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, Proceeds and Supporting Obligations of or with respect to any and all of the foregoing Collateral; provided, however, that notwithstanding anything to the contrary contained in this Section 2(a), the security interests created by this Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, any new patentable inventions or become entitled to the benefit of any patent application or Patent for any reissue, division, or continuation, of any Patent, in each case constituting Collateral, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Agent to modify this Agreement by amending Schedule A or B to include any such new patent or trademark rights. No failure to so amend Schedule A or B shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall also inure to the benefit of the other Secured Parties.

SECTION 7 Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

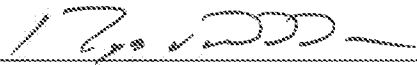
SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

THE GRANTOR

GENERAL ATOMICS INTERNATIONAL
SERVICES CORPORATION

By:  _____

Name: Rhys V. Williams


Title: Treasurer

Address:

General Atomics International Services
Corporation
3550 General Atomics Court
San Diego, CA 92121
Attn: Rhys Williams

THE AGENT

MUFG UNION BANK, N.A.

By: 
Name: Lance Zediker
Title: Director

Address:

MUFG Union Bank, N.A.
18300 Von Karman Avenue, Suite 550
Irvine, CA 92612
Attn: Lance Zediker
Email: Lance.Zediker@unionbank.com

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

None.

Pending U.S. Patent Applications of the Grantor

None.

**SCHEDULE B
to the Patent and Trademark Security Agreement**

Registered U.S. Trademarks of the Grantor

<u>Mark</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>
CRYOTECH QS50	10/29/2020	6432953	7/27/2021	General Atomics International Services Corporation
CRYOTECH GLACIER AF	7/26/2017	5612966	11/20/2018	General Atomics International Services Corporation
CRYOTECH LC17	7/26/2017	5612964	11/20/2018	General Atomics International Services Corporation
CRYOTECH GLACIER RTU	7/26/2017	5612965	11/20/2018	General Atomics International Services Corporation
CRYOTECH XT360	11/19/2008	3700195	10/20/2009	General Atomics International Services Corporation
POLAR PLUS	1/21/2010	3881519	11/23/2010	General Atomics International Services Corporation
POLAR GUARD	1/21/2010	3884259	11/30/2010	General Atomics International Services Corporation
CRYOTECH BX36	2/26/2002	2796086	12/16/2003	General Atomics International Services Corporation
NAAC	8/12/1997	2298648	12/7/1999	General Atomics International Services Corporation
CMA40	10/31/1995	2058812	5/6/1997	General Atomics International Services Corporation
CF7	6/16/1995	1975007	5/21/1996	General Atomics International Services Corporation
CRYOTECH CMA	3/16/1995	1956263	2/13/1996	General Atomics International Services Corporation
CRYOTECH E36	8/20/1992	1805662	11/23/1993	General Atomics International Services Corporation

Pending U.S. Trademark Applications of the Grantor

None.