

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784539

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CUBIC DIGITAL INTELLIGENCE, INC.		02/03/2023	Corporation: DELAWARE
PIXIA CORP.		02/03/2023	Corporation: DELAWARE
CUBIC CORPORATION		02/03/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC
Street Address:	225 West Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6723343	ATLAS
Registration Number:	6723346	ATLAS
Serial Number:	90680026	UNIFIED SENSORS
Serial Number:	97440518	TAKTICS
Serial Number:	97640852	ADVANCING MOBILITY TOGETHER

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

TRADEMARK

REEL: 007960 FRAME: 0756

900748073

CH \$140.00 6723343

ATTORNEY DOCKET NUMBER:	245490/1
NAME OF SUBMITTER:	Kendall Ickes
SIGNATURE:	/Kendall Ickes/
DATE SIGNED:	02/03/2023
Total Attachments: 5 source=~ Cubic - TMSA (2L)#page1.tif source=~ Cubic - TMSA (2L)#page2.tif source=~ Cubic - TMSA (2L)#page3.tif source=~ Cubic - TMSA (2L)#page4.tif source=~ Cubic - TMSA (2L)#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of February 3, 2023 (this “**Trademark Security Agreement**”), by CUBIC DIGITAL INTELLIGENCE, INC., a Delaware corporation, PIXIA CORP., a Delaware corporation and CUBIC CORPORATION, a Delaware corporation (each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of May 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Atlas CC Holding LLC, a Delaware limited liability company (“**Holdings**”), Atlas CC Acquisition Corp., a Delaware corporation (“**Atlas**”), the other Grantors party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit to the Borrowers, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 2. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 3. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

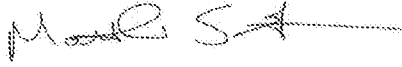
SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including the Liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement with respect to (i) the priority of the Liens and security interest in favor of the Administrative Agent or (ii) the Administrative Agent's right to exercise any remedies with respect to any Collateral, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

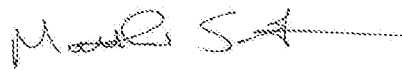
IN WITNESS WHEREOF, each party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CUBIC DIGITAL INTELLIGENCE, INC., as
Grantor

By: 


Name: Matthew S. Luxton
Title: Director and Secretary

PIXIA CORP., as Grantor

By: 

Name: Matthew S. Luxton
Title: Director and Secretary

CUBIC CORPORATION, as Grantor

By: 

Name: Matthew S. Luxton
Title: SVP and General Counsel

IN WITNESS WHEREOF, each party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALTER DOMUS (US) LLC,
as the Administrative Agent

By: 
Name: Pinja Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement (2L)]

TRADEMARK
REEL: 007960 FRAME: 0761

Schedule I
Trademark Registrations and Use Applications

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TITLE</u>
Cubic Digital Intelligence, Inc.	6,723,343	ATLAS
Cubic Digital Intelligence, Inc.	6,723,346	ATLAS (AND DESIGN)



Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TITLE</u>
Cubic Digital Intelligence, Inc.	90/680,026	UNIFIED SENSORS
Pixia Corp. Cubic Corporation	97/440,518 97/640,852	TAKTICS ADVANCING MOBILITY TOGETHER