

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784541

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

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:	BARCLAYS BANK PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

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

NAME OF SUBMITTER: Kendall Ickes

TRADEMARK

REEL: 007960 FRAME: 0763

900748074

CH \$140.00 6723343

SIGNATURE:	/Kendall Ickes/
DATE SIGNED:	02/03/2023
Total Attachments: 5 source=~ Cubic - TMSA (1L)#page1.tif source=~ Cubic - TMSA (1L)#page2.tif source=~ Cubic - TMSA (1L)#page3.tif source=~ Cubic - TMSA (1L)#page4.tif source=~ Cubic - TMSA (1L)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First 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 BARCLAYS BANK PLC, 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 First 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**”), CUBIC DEFENSE APPLICATIONS, INC., a California corporation (“**CDAI**”), 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, and the L/C Issuers to issue Letters of 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 each 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.

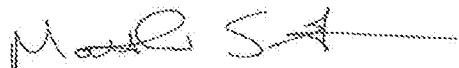
[Signature pages follow.]

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.

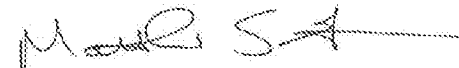
CUBIC DIGITAL INTELLIGENCE, INC., as
Grantor

By: 
Name: Matthew S. Luxton
Title: Director and Secretary

PIXIA CORP., as Grantor

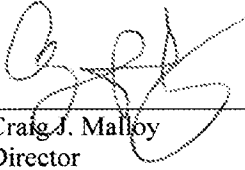
By: 
Name: Matthew S. Luxton
Title: Director and Secretary

CUBIC CORPORATION, as Grantor

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

BARCLAYS BANK PLC,
as the Administrative Agent


By: _____


Name: Craig J. Malloy
Title: Director

[Signature Page to Trademark Security Agreement]

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	TAKTICS
	97/640,852	ADVANCING MOBILITY TOGETHER

[Schedule I]