

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueHalo, LLC		02/13/2023	Limited Liability Company: ALABAMA
BlueHalo Labs, LLC		02/13/2023	Limited Liability Company: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as the Collateral Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90976965	B	
Serial Number:	90976966	BLUEHALO	
Serial Number:	90976984	BLUEHALO	
Serial Number:	88767886	PROTECTION FROM THE SWARM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	02/13/2023		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of February 13, 2023, among BlueHalo, LLC, (f/k/a The Aegis Technologies Group, LLC), an Alabama limited liability company (“**BlueHalo**”), BlueHalo Labs, LLC, (f/k/a A-Tech, LLC), a New Mexico limited liability company (“**BlueHalo Labs**”), Intelligent Automation, LLC, a Maryland limited liability company, (“**Intelligent Automation**”; each of Borrower, Blue Halo Labs and Intelligent Automation a “**Grantor**”, and collectively, “**Grantors**”), and Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) BlueHalo Financing Holdings (f/k/a Aegis Financing Holdings, LLC), a Delaware limited liability company (“**Holdings**”), BlueHalo Global Holdings, LLC (f/k/a Global Holdings, LLC), a Delaware limited liability company (“**Global Holdings**”), BlueHalo (together with Global Holdings, each a “**Borrower**” and collectively, the “**Borrowers**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain A&R Credit Agreement dated as of October 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**A&R Credit Agreement**”).
- (B) Grantors are party to that certain Amended and Restated Pledge and Security Agreement, dated as of October 30, 2020 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**A&R Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the A&R Credit Agreement, the A&R Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the A&R Pledge and Security Agreement and used herein have the meaning given to them in the A&R Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the A&R Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- i. all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;
- ii. all Patents owned by any Grantor, including those referred to on Schedule I hereto;
- iii. all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- iv. all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- v. all reissues, continuations or extensions of the foregoing; and
- vi. all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 A&R Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the A&R Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the A&R Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the A&R Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the A&R Pledge and Security Agreement, the A&R Pledge and Security Agreement shall control.

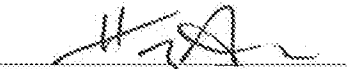
SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

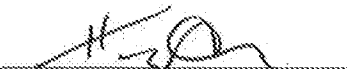
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

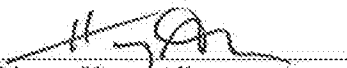
BLUEHALO, LLC, an Alabama limited liability company
as a Grantor

By: 
Name: Henry Albers
Title: Vice President

BLUEHALO LABS, LLC, a New Mexico limited liability company
as a Grantor

By: 
Name: Henry Albers
Title: Vice President

INTELLIGENT AUTOMATION, LLC, a Maryland limited liability company
as a Grantor

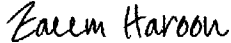
By: 
Name: Henry Albers
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007968 FRAME: 0738

ACCEPTED AND AGREED:

APOGEM CAPITAL LLC,
as the Collateral Agent

DocuSigned by:

By: 773A5103D6A2485...
Name: Zaeem Haroon
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. COPYRIGHT REGISTRATIONS

U.S. Copyrights

Grantor	Title	Registration No.	Registration Date
BlueHalo, LLC	Vortex UI.	TXu002330851	8/19/22

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS AND APPLICATIONS

U.S. Patents

Grantor	Title	Application No.	Application Date	Registration No.	Registration Date
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690852	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690779	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690870	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690860	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690841	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690732	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690824	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690769	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY	17690747	3/9/22	N/A	N/A

	BEAMFORMED PHASED ARRAY FEED				
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690761	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17679817	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690849	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690830	3/9/22	N/A	N/A
Intelligent Automation, LLC	System and means for detecting automated programs used to generate social media input	16668920	10/30/19	11005843	5/11/21
Intelligent Automation, LLC	Combined global-local structural health monitoring	16397285	4/29/19	10983095	4/20/21
Intelligent Automation, LLC	System and means for generating synthetic social media data	15393582	12/29/16	10719779	7/21/20
Intelligent Automation, LLC	Self-shielding dynamic network architecture	14729521	6/3/15	10447710	10/15/19
Intelligent Automation, LLC	Security control system for protection of multi-core processors	15088665	4/1/16	10019576	7/10/18

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
BlueHalo, LLC	B	90976965	11/23/20	6791436	7/12/22
BlueHalo, LLC	BLUEHALO	90976966	11/23/20	6791437	7/12/22
BlueHalo, LLC	BLUEHALO	90976984	11/23/20	6799147	7/19/22
BlueHalo Labs, LLC (F/K/A A-Tech, LLC)	PROTECTION FROM THE SWARM	88767886	1/21/20	6296582	3/16/21