

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vectrus Systems Corporation		07/05/2022	Corporation: DELAWARE
Advantor Systems, LLC		07/05/2022	Limited Liability Company: DELAWARE
Vertex Aerospace LLC		07/05/2022	Limited Liability Company: DELAWARE
Zenetex LLC		07/05/2022	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3H1		
Entity Type:	Banking Corporation: CANADA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	86963249	DELEX SYSTEMS, INC. X	
Serial Number:	75589687	HITTS	
Serial Number:	75589688	HETA	
Serial Number:	85270964	INFRATOUGH	
Serial Number:	77762104	ADVANTOR	
Serial Number:	77922896	IMONITOR	
Serial Number:	76519715	IBADGE	
Serial Number:	74384622	ADVANTOR	
Serial Number:	74721779		
Serial Number:	74721778		
Serial Number:	74721777		
Serial Number:	74721775		
Serial Number:	78684886	INFRAGUARD	
Serial Number:	78819245	SENTEL	

OP \$515.00 86963249

Property Type	Number	Word Mark
Serial Number:	86954178	SENTEL
Serial Number:	86970382	SENTEL CORPORATION
Serial Number:	86972086	BRILLIANT INNOVATIONS
Serial Number:	87030247	BRILLIANT INNOVATIONS
Serial Number:	97274686	CRESTVIEW AEROSPACE
Serial Number:	97274573	CRESTVIEW AEROSPACE

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	02/23/2023

Total Attachments: 15
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ITEM 1
to Trademarks Recordation Form Cover Sheet

Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	Vectrus Systems Corporation	2424 Garden of The Gods Rd., Suite E, Colorado Springs, CO US 80919	Corporation	DE
2.	Advantor Systems, LLC	12612 Challenger Pkwy Ste 300 Orlando, FL 32826	LLC	DE
3.	Vertex Aerospace LLC	555 Industrial Drive South Madison, MS 39110	LLC	DE
4.	Zenetex LLC	7901 Jones Branch Dr . Suite 700, McLean, VA	LLC	VA
5.				
6.				
7.				
8.				

ITEM 2

Receiving Party

	Entity	Address	Type of Entity	Jurisdiction
1.	Royal Bank of Canada	155 Wellington Street West, 8th Floor, Toronto, ON M5V 3H1		

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of July 5, 2022, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Royal Bank of Canada, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, VERTEX AEROSPACE INTERMEDIATE LLC, a Delaware limited liability company and VERTEX AEROSPACE SERVICES CORP., a Delaware corporation have entered into the Credit Agreement, dated as of December 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders from time to time party thereto and ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement, dated as of December 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “Trademark Collateral”);
- (iii) all Industrial Designs, whether registered or unregistered, including, without limitation, the industrial design registrations and applications set forth in Schedule C hereto (the “Design Collateral”);

(iv) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule D hereto (the "Copyright Collateral");

(v) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

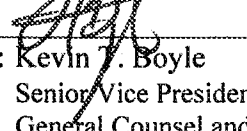
(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND

WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

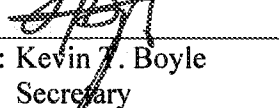
[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VECTRUS SYSTEMS CORPORATION

By: 
Name: Kevin T. Boyle
Title: Senior Vice President, Chief Legal Officer,
General Counsel and Corporate Secretary

**ADVANTOR SYSTEMS, LLC
DELEX SYSTEMS, INCORPORATED
ZENETEX LLC
HIGGINS, HERMANSEN, BANIKAS, LLC**

By: 
Name: Kevin T. Boyle
Title: Secretary

VERTEX AEROSPACE LLC

By: _____
Name: Jeremy Nance
Title: Senior Vice President and General Counsel

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

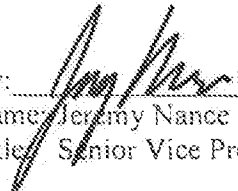
VECTRUS SYSTEMS CORPORATION

By: _____
Name: Kevin T. Boyle
Title: Senior Vice President, Chief Legal Officer,
General Counsel and Corporate Secretary

**ADVANTOR SYSTEMS, LLC
DELEX SYSTEMS, INCORPORATED
ZENETEX LLC**

By: _____
Name: Kevin T. Boyle
Title: Secretary

VERTEX AEROSPACE LLC

By:  _____
Name: Jeremy Nance
Title: Senior Vice President and General Counsel

Acknowledged and Agreed,

ROYAL BANK OF CANADA,
as Collateral Agent

By:



Name:

Susan Khokher

Title:

Manager, Agency

{Signature Page to First Lien Intellectual Property Security Agreement}

TRADEMARK
REEL: 007981 FRAME: 0757

Schedule A

Patents¹

(See attached.)

<u>Company</u>	<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>
Advantor Systems, LLC and Stanley Convergent Security Solutions, Inc.	7,411,490	11/117,310	August 12, 2008
Vectrus Systems Corporation ²	7,549,106	11/473,658	June 16, 2009
Vectrus Systems Corporation ³	8,151,175	11/761,662	April 3, 2012
Vectrus Systems Corporation ⁴	8,006,170	11/761,671	August 23, 2011
Vectrus Systems Corporation ⁵	8,190,964	12/484,401	May 29, 2012
Vectrus Systems Corporation ⁶	7,889,021	12/042,124	February 15, 2011
Vectrus Systems Corporation ⁷	8,005,452	12/116,606	August 23, 2011
Vectrus Systems Corporation ⁸	7,138,936	11/084,275	November 21, 2006
Vectrus Systems Corporation ⁹	7,423,575	11/339,304	September 9, 2008

¹ NTD: To be confirmed following review of IP searches.

² NTD: VMSC merged with and into Vectrus Systems Corporation (VSC) on January 1, 2022 with VSC surviving the merger.

³ NTD: Same as above.

⁴ NTD: Same as above.

⁵ NTD: Same as above.

⁶ NTD: Same as above.

⁷ NTD: Same as above.

⁸ NTD: Same as above.

⁹ NTD: Same as above.

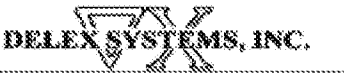

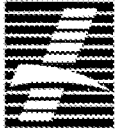
Schedule A

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TRADEMARK
REEL: 007981 FRAME: 0759

Schedule B

Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Filing Date</u>
Zenetex LLC		5081645/ 86963249	11/15/2016
Zenetex LLC	HITTS	2415078/ 75589687	11/16/1998
Zenetex LLC	HETA	2411789/ 75589688	11/16/1998
Advantor Systems, LLC	INFRATOUCH	4444183/ 85270964	12/3/2013
Advantor Systems, LLC	ADVANTOR	3739699/ 77762104	6/17/09
Advantor Systems, LLC	IMONITOR	4024092/ 77922896	9/6/2011
Advantor Systems, LLC	IBADGE	2907400/ 76519715	11/30/2004
Advantor Systems, LLC	ADVANTOR	1933572/ 74384622	6/20/2017
Advantor Systems, LLC		1993452/ 74721779	8/13/1996
Advantor Systems, LLC		1993451/ 74721778	8/13/1996
Advantor Systems, LLC		1993450/ 74721777	8/13/1996
Advantor Systems, LLC		1993448/ 74721775	11/15/2016
Advantor Systems, LLC	INFRAGUARD	3277101/ 78684886	12/26/2000
Vectrus Systems Corporation	SENTEL	3189443/ 78819245	12/26/2006

(f/k/a SENTEL Corporation) ¹¹			
Vectrus Systems Corporation (f/k/a SENTEL Corporation) ¹²		5226043/ 86954178	6/20/2017
Vectrus Systems Corporation (f/k/a SENTEL Corporation) ¹³		5230596/ 86970382	6/27/2017
Vectrus Systems Corporation (f/k/a Brilliant Innovations, Inc.) ¹⁴		5230606/ 86972086	6/27/2017
Vectrus Systems Corporation (f/k/a Brilliant Innovations, Inc.) ¹⁵	BRILLIANT INNOVATIONS	5212051/ 87030247	5/30/2017
Vertex Aerospace LLC	CRESTVIEW AEROSPACE	97274686	2/18/2022
Vertex Aerospace LLC	CRESTVIEW AEROSPACE	97274573	2/18/2022

¹¹ NTD: VMSC merged with and into Vectrus Systems Corporation (**VSC**) on January 1, 2022 with VSC surviving the merger.

¹² NTD: Same as above.

¹³ NTD: Same as above.

¹⁴ NTD: Same as above.

¹⁵ NTD: Same as above.

Schedule C

Industrial Designs and Design Rights

None.

Schedule D

Copyrights

Owner/Grantor	Copyright Description	Copyright No.	Registration Date
Advantor Systems, LLC	iVisitor software.	TX0006182941	November 19, 2004
Advantor Systems, LLC	Universal controller circuit board software. Computer program.	TXu001210628	November 19, 2004
Advantor Systems, LLC	Firmware for digital cellular Compatibility. Computer program.	TXu001252815	July 29, 2005
Vectrus Systems Corporation (f/k/a SENTEL Corporation)	Joint spectrum management system (JSMS). Printout.	TXu000609171	December 27, 1993
Vectrus Systems Corporation (f/k/a SENTEL Corporation)	Communications coverage area planning system (COMCAPS). Machine readable work	TXu000596890	December 27, 1993
Vectrus Systems Corporation (f/k/a Brilliant Innovations, Inc.)	The GLBT (all extensions, including .com, .mobi, .net, .biz, .us)	TX0006468633	November 28, 2006
Delex Systems, Incorporated	Delex high assurance software.	TXu001290605	February 17, 2006
Higgins Hermansen Banikas, LLC, d/b/a H H B-Systems, Inc.	CADAT 5.0.	TX0001928680	June 10, 1986