

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC.		03/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Administrative Agent		
Street Address:	2527 Camino Ramon		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4468525		
Serial Number:	90677604	EAGLE-EYE	
Serial Number:	97475254	EUROGUARDIAN	
Serial Number:	97160384	GUARDIAN EAGLE	
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		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342540-78		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	03/27/2023		
Total Attachments: 11			

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 27, 2023, is made by and between GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a Delaware corporation (the “Grantor”), and BMO HARRIS BANK N.A., successor by merger to Bank of the West, a California state banking corporation, 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, Aeronautical Holding Corporation, a Delaware corporation (“AHC”), certain financial institutions as lenders (together with each of their respective successors and permitted assigns, each a “Lender” and collectively, the “Lenders”), the Issuing Bank, the Swing Line Lender and the Agent are parties to that certain Third Amended and Restated 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 Third Amended and Restated Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the “Security Agreement”), between the Grantor, AHC 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.

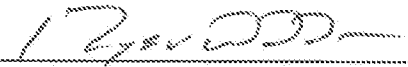
SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of 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.

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

THE GRANTOR

GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC.

By: 

Name: Rhys V. Williams

Title: Treasurer

Address:

General Atomics Aeronautical Systems, Inc.
3550 General Atomics Court
San Diego, CA 92121
Attn: Treasurer
Fax No.: (858) 455-4215

with a copy to:

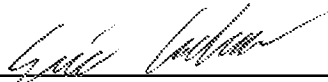
General Atomics Aeronautical Systems, Inc.
3550 General Atomics Court
San Diego, CA 92121
Attn: Law Department
Fax No.: (858) 455-3213

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 008018 FRAME: 0216

THE AGENT

BMO HARRIS BANK N.A., successor by
merger to Bank of the West

By:  _____

Name: Eric Andersen

Title: Vice President, Syndications

Address:

Bank of the West

Syndications

300 South Grand Avenue, 12th Floor

Los Angeles, California 90071

Attn: Eric Andersen

Fax No.: (213) 972-0618

Email: eric.andersen@bankofthewest.com

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Assignee / Owner</u>
Engine with Hybrid Crankcase	7,509,936	3/31/2009	General Atomics Aeronautical Systems, Inc.
Aerodiesel Engine	9,181,868	11/10/2015	General Atomics Aeronautical Systems, Inc.
Aerodiesel Engine	9,447,729	9/20/2016	General Atomics Aeronautical Systems, Inc.
Aero Compression Combustion Drive Assembly Control System	9,611,790	4/4/2017	General Atomics Aeronautical Systems, Inc.
Stabilized Gimbal System with Unlimited Field of Regard	10,455,158	10/22/2019	General Atomics Aeronautical Systems, Inc.
Aero Compression Combustion Drive Assembly Control System	10,598,119	3/24/2020	General Atomics Aeronautical Systems, Inc.
Fault-Tolerant Fuel Isolation from Engine Firebay	11,279,225	3/22/2022	General Atomics Aeronautical Systems, Inc.
Mobile Imaging Systems and Methods Utilizing Angular Velocity in Mitigating Adverse Jitter Effects	11,317,026	4/26/2022	General Atomics Aeronautical Systems, Inc.
Systems and Methods to Mitigate Adverse Jitter Effects in Mobile Imaging	11,350,034	5/31/2022	General Atomics Aeronautical Systems, Inc.

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Assignee / Owner</u>
Enhanced Aero Diesel Engine	11,428,157	8/30/2022	General Atomics Aeronautical Systems, Inc.
Aero Compression Combustion Drive Assembly Control System	11,473,520	10/18/2022	General Atomics Aeronautical Systems, Inc.
Folding Trailing Arm Landing Gear	11,530,031	12/20/2022	General Atomics Aeronautical Systems, Inc.
Fault-Tolerant Fuel Isolation from Engine Firebay	11,560,051	1/24/2023	General Atomics Aeronautical Systems, Inc.

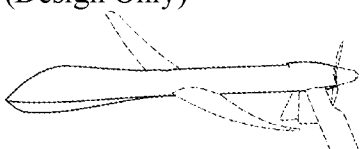
Pending U.S. Patent Applications of the Grantor

<u>Title</u>	<u>Patent Application</u>	<u>Filing Date</u>	<u>Assignee / Owner</u>
Broadband Radome Structure	16/691,282	11/21/2019	General Atomics Aeronautical Systems, Inc.
Unmanned Aerial Vehicle Recovery System	15/930,281	5/12/2020	General Atomics Aeronautical Systems, Inc.
Moving Object Tracking with Synthetic-Aperture Radar	17/028,960	9/22/2020	General Atomics Aeronautical Systems, Inc.
Systems and Methods of Imaging and/or Range Finding	17/206,582	3/19/2021	General Atomics Aeronautical Systems, Inc.
Systems and Methods of Acquiring Polarization Information	17/519,423	11/4/2021	General Atomics Aeronautical Systems, Inc.
Airborne Recovery of Unmanned Aerial Vehicles	17/455,383	11/17/2021	General Atomics Aeronautical Systems, Inc.
Airborne Recovery of Unmanned Aerial Vehicles	17/455,376	11/17/2021	General Atomics Aeronautical Systems, Inc.
Relative Navigation for Aerial Recovery of Aircraft	63/367,010	6/24/2022	General Atomics Aeronautical Systems, Inc.
Aerial Rearming Via a Towline Munition Transfer System	63/355,771	6/27/2022	General Atomics Aeronautical Systems, Inc.
Systems and Methods for Airborne Recovery and Launch of Aerial Vehicles	63/388,931	7/13/2022	General Atomics Aeronautical Systems, Inc.
Folding Trailing Arm Landing Gear	17/990,577	11/18/2022	General Atomics

			Aeronautical Systems, Inc.
Relative Navigation for Aerial Recovery of Aircraft	18/066,935	12/15/2022	General Atomics Aeronautical Systems, Inc.
Fault-Tolerant Fuel Isolation from Engine Firebay	18/087,635	12/22/2022	General Atomics Aeronautical Systems, Inc.
SYSTEMS AND METHODS FOR TOOL-LESS MANUFACTURING OF THERMOPLASTIC PARTS	17/212,711	3/25/2021	General Atomics Aeronautical Systems, Inc.

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>
(Design Only) 	8/25/2011	4468525	1/21/2014	General Atomics Aeronautical Systems, Inc.

Pending U.S. Trademark Applications of the Grantor

Mark	Application No.	Filing Date	Registered Owner
EAGLE-EYE	90/677,604	04/28/2021	General Atomics Aeronautical Systems, Inc.
EUROGUARDIAN	97/475,254	06/24/2022	General Atomics Aeronautical Systems, Inc.
GUARDIAN EAGLE	97/160,384	12/07/2021	General Atomics Aeronautical Systems, Inc.