

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sigma Defense Systems LLC		12/04/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Administrative Agent		
Street Address:	1301 Avenue of the Americas		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6330721	SOFTWARE DEFINABLE NETWORKING APPLIANCE	
Registration Number:	6114393	SDN-A	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7671.039		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	12/05/2023		
Total Attachments: 11			
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE PRIORITY AND/OR THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT TO THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 4, 2023 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN PENNANTPARK LOAN AGENCY SERVICING, LLC, AS FIRST LIEN AGENT, AND OAKTREE FUND ADMINISTRATION, LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT WITH RESPECT TO THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT TO ANY LIEN AND SECURITY INTEREST, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") made as of December 4, 2023, by SIGMA DEFENSE SYSTEMS LLC, a Delaware limited liability company (f/k/a Sigma Defense Systems, Inc., a Georgia corporation) (the "Grantor"), in favor of OAKTREE FUND ADMINISTRATION, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, the Grantor, as the Borrower, Sigma Intermediate Holdings LLC, a Delaware limited liability company ("**Holdings**"), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and Grantee are parties to that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to the Grantor; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Security and Pledge Agreement**"), among the Grantor, Holdings and the other Grantors party thereto from time to time and Grantee and certain other Security Documents now and/or hereafter executed by the Grantor in favor of Grantee, the Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in and lien on substantially all of the assets of the Grantor including, among other things, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, (b) rights to sue for past, present and future infringements thereof and (c) renewals thereof ((a) through (c), collectively, "**Trademarks**"), (d) all agreements, written or oral, providing for the grant by or to the Grantor of any right to use any

Trademark (collectively, the "**Trademark Licenses**"), and (e) all products and proceeds thereof, to secure the payment and performance in full of all Obligations owing under the Financing Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement, the Security and Pledge Agreement and the other Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security and Pledge Agreement or Credit Agreement, as applicable.

2. Grant of Security Interests. To secure the payment and performance in full of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantor provided for or created under any other Security Document, the Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, a continuing security interest in and lien on, and a right to set off against, any and all right, title and interest of the Grantor in and to all of the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or owned, acquired, or arising hereafter:

(i) the Trademarks, including each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; provided, however, that the Trademark Collateral shall not include any intent-to use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto (only to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use Trademark application under applicable Law); and

(ii) all accessions, products and proceeds of the forgoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. The Grantor hereby covenants and agrees that, in connection with the delivery by the Grantor of the Compliance Certificate required to be delivered by or on behalf of the Grantor under Sections 4.1(b) and 4.1(d) of the Credit Agreement in connection with the financial statements of the Grantor and its affiliates, the Grantor shall (i) provide Grantee a listing of any new registered Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which the Grantor shall grant and reconfirm the grant of a security interest in and lien on such New Trademarks and the proceeds thereof to Grantee

to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement, the Security and Pledge Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Miscellaneous. The terms and provisions of Sections 10 (Continuing Agreement; Release), 11 (Amendments; Waivers; Modifications, etc.), 12 (Successors in Interest), 13 (Notices), 14 (Counterparts), 15 (Headings), 16 (Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial), 17 (Severability), 18 (Entirety), 19 (Other Security), 20 (Rights of Required Lenders), 22 (Joint and Several Liability), 23 (Waiver of Subrogation), 24 (Marshalling) and 25 (Waiver of Bond) of the Security and Pledge Agreement and Article 9 (Expenses and Indemnity) of the Credit Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SIGMA DEFENSE SYSTEMS LLC

DocuSigned by:

Ken Pomietto

By: _____

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Name: Kenneth Pomietto

Title: Chief Financial Officer

Accepted and agreed to as of the date first above written.

GRANTEE:

**OAKTREE FUND ADMINISTRATION,
LLC, as Administrative Agent**

By: Oaktree Capital Management, L.P.

Its: Managing Member

By: Christina Lee

Name: Christina Lee

Title: Managing Director

By: Zoe Rosenthal

Name: Zoe Rosenthal

Title: Vice President

Schedule 1

TRADEMARKS

Trademark	Application No.	Filing Date	Reg. No.	Reg. Date
SOFTWARE DEFINABLE NETWORKING APPLIANCE	88286574	1-FEB-2019	6330721	20-APR-2021
SDN-A	88286459	1-FEB-2019	6114393	28-JUL-2020

EXHIBIT A

**SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "**Supplement**") made as of this __ day of _____, 20__, by **SIGMA DEFENSE SYSTEMS LLC**, a Delaware limited liability company (f/k/a Sigma Defense Systems, Inc., a Georgia corporation) (the "**Grantor**"), in favor of **OAKTREE FUND ADMINISTRATION, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

WHEREAS, the Grantor, as the Borrower, Sigma Intermediate Holdings LLC, a Delaware limited liability company ("**Holdings**"), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and Grantee are parties to that certain Second Lien Credit and Guaranty Agreement dated as of December 4, 2023 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to the Grantor; and

WHEREAS, the Grantor and Grantee are parties to that certain Notice of Grant of Security Interest in Trademarks dated as of December 4, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented, or otherwise modified from time to time, the "**Trademark Agreement**"; capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, the Grantor has agreed that in connection with the acquisition by the Grantor of any Trademarks issued or applied for with the United States Patent and Trademark Office ("**USPTO**") since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the "**New Trademarks**"), the Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in substantially the form of Exhibit A to such Trademark Agreement pursuant to which the Grantor shall grant and reconfirm the grant by it of a security interest in and lien on all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, the Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantor provided for or created under the Security and Pledge Agreement or any other Security Document, the Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in and lien on the Grantor's entire right, title and interest in and

to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

3. Financing Document. This Supplement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SIGMA DEFENSE SYSTEMS LLC

By: _____

Name: _____

Title: _____

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

OAKTREE FUND ADMINISTRATION, LLC, as
Administrative Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: _____
Name: _____
Title: _____

**SCHEDULE A TO SUPPLEMENT TO NOTICE OF GRANT OF SECURITY
INTEREST IN TRADEMARKS**

DATED _____

Trademarks

Trademark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date