

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900806968		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC.		09/01/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 S. Tryon Street,		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6275288	BULLETRAX	
Registration Number:	5803567	IBIS	
Registration Number:	3742525	BULLETRAX	
Serial Number:	90792323	IBIS ACCESS	
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:	3124564206		
Email:	rsiddiqui@sidley.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	One South Dearborn		
Address Line 2:	Sidley Austin LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	034632-31170		
NAME OF SUBMITTER:	Raza Siddiqui		

SIGNATURE:	/razasiddiqui/
DATE SIGNED:	12/12/2023
Total Attachments: 8 source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page1.tif source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page2.tif source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page3.tif source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page4.tif source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page5.tif source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page6.tif source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page7.tif source=Canadian Trademark Security Agreement - [Ultra Electronics Forensic Technology - Barings Finance]#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 1, 2023 (this “**Agreement**”), is made by the Grantor (as identified below), in favour of Barings Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC. (“**Grantor**”) owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Canadian Security Agreement, dated as of September 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Canadian Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Canadian Security Agreement and used herein have the meaning given to them in the Canadian Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Canadian Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Canadian Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks owned by Grantor set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral 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 any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Canadian Security Agreement. All of the terms of the Canadian Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall control.

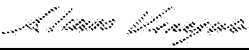
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (e.g., a “.pdf” or “.tif” file) shall be effective as delivery of a manually executed counterpart hereof. The words “execute”, “execution”, “signed”, “signature” and words of like import in or related to this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

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

**ULTRA ELECTRONICS FORENSIC
TECHNOLOGY INC.**

By: 
Name: Alvaro Venegas
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008289 FRAME: 0335**

Accepted and Agreed:

BARINGS FINANCE LLC,

as the Collateral Agent

By: *Brianne Ptacek*

Name: Brianne Ptacek

Title: Managing Director



SCHEDULE A

to


TRADEMARK SECURITY AGREEMENT TRADEMARK

REGISTRATIONS AND APPLICATIONS

Canadian Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
Ultra Electronics Forensic Technology Inc.	BRASSCATCHER	TMA444352	June 23, 1995
Ultra Electronics Forensic Technology Inc.	BRASSTRAX & Design 	TMA753624	November 20, 2009
Ultra Electronics Forensic Technology Inc.	BULLETRAX	TMA745576	August 18, 2009
Ultra Electronics Forensic Technology Inc.	IBIS	TMA1190254	July 17, 2023
Ultra Electronics Forensic Technology Inc.	IBIS INTEGRATED BALLISTICS IDENTIFICATION SYSTEM & DESIGN 	TMA481028	August 20, 1997

Canadian Trademark Applications:

Registered Owner	Trademark Description	Appl. Number	Appl. Date
Ultra Electronics Forensic Technology Inc.	IBIS ACCESS	App. 2116082	June 23, 2021
Ultra Electronics Forensic Technology Inc.	THE PRIMER & Design 	App. 2179562	April 14, 2022
Ultra Electronics Forensic Technology Inc.	FORENSIC TECHNOLOGY	2274895	Aug 11, 2023

US Trademarks Registrations:

Owner Name	Citation	Image	Registration Number	Registration Date
Ultra Electronics Forensic Technology Inc.	BULLETRAX	--	6275288	23-FEB-2021
Ultra Electronics Forensic Technology Inc.	IBIS	--	5803567	16-JUL-2019
Ultra Electronics Forensic Technology Inc.	BULLETRAX	--	3742525	26-JAN-2010

US Trademark Applications:

Owner Name	Citation	Image	Application Number	Application Date
Ultra Electronics Forensic Technology Inc.	IBIS ACCESS	--	90792323	24-JUN-2021

Foreign (non-US and Canadian) Trademarks:

Owner Name	Citation	Image	Registration Number	Registration Date
Ultra Electronics Forensic Technology Inc.	MATCHPOINT+		TMA693032	31-JUL-2007
Ultra Electronics Forensic Technology Inc.	FORENSIC TECHNOLOGY & Design		TMA654523	07-DEC-2005
Ultra Electronics Forensic Technology Inc.	BULLETRAX		TMA745576	18-AUG-2009
Ultra Electronics Forensic Technology Inc.	BRASSTRAX & Design		TMA753624	20-NOV-2009
Ultra Electronics Forensic Technology Inc.	VIRTUAL SERIAL NUMBER		TMA684633	27-MAR-2007
Ultra Electronics Forensic Technology Inc.	VSN		TMA619739	16-SEP-2004
Forensic Technology Wai Inc.	GUNSIGHTS & DESIGN		TMA495088	22-MAY-1998
Ultra Electronics Forensic Technology Inc.	IBIS INTEGRATED BALLISTICS IDENTIFICATION SYSTEM & DESIGN		TMA481028	20-AUG-1997
Ultra Electronics Forensic Technology Inc.	BRASSCATCHER		TMA444352	23-JUN-1995
Ultra Electronics Forensic Technology Inc.	BULLETPROOF		TMA401218	07-AUG-1992
Ultra Electronics Forensic Technology Inc.	IBIS		UK00918194618	09-JUL-2020
Ultra Electronics Forensic Technology Inc.	BULLETRAX		UK00903986288	06-OCT-2005
Ultra Electronics Forensic Technology Inc.	IBIS		18194618	09-JUL-2020
Ultra Electronics Forensic Technology Inc.	BULLETRAX		3986288	06-OCT-2005

Foreign (non-US and Canadian) Trademark Applications:

Owner Name	Citation	Image	Application Number	Application Date
Forensic Technology WAI Inc.	FORENSIC TECHNOLOGY		840370768	19-DEC-2012
Forensic Technology WAI Inc.	FORENSIC TECHNOLOGY		840370857	19-DEC-2012
Forensic Technology WAI Inc.	FORENSIC TECHNOLOGY		840370814	19-DEC-2012
Forensic Technology WAI Inc.	B. A. R. D		826572499	31-MAY-2004
Forensic Technology WAI Inc.	B. A. R. D BEYOND A REASONABLE DOUBT		826572561	31-MAY-2004
Forensic Technology WAI Inc.	BARD BEYOND A REASONABLE DOUBT		824682637	27-JUN-2002
Forensic Technology WAI Inc.	BARD		824682645	27-JUN-2002
Ultra Electronics Forensic Technology Inc.	IBIS		UK00918194618	11-FEB-2020
Ultra Electronics Forensic Technology Inc.	BULLETRAX		UK00903986288	16-AUG-2004
Forensic Technology WAI Inc.	B.A.R.D. BEYOND A REASONABLE DOUBT		2744407	30-MAY-2002
Forensic Technology WAI Inc.	B.A.R.D		2744415	30-MAY-2002
Forensic Technology WAI Inc.	IBIS INTEGRATED BALLISTICS IDENTIFICATION SYSTEM		1571454	23-MAR-2000