

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SV-AERO HOLDINGS, LLC		12/18/2023	Corporation: DELAWARE
AERONIX, INC.		12/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, as agent		
Street Address:	1691 MICHIGAN AVENUE, SUITE 500		
City:	MIAMI BEACH		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6140093	AERONIX INNOVATIVE. COMMUNICATION SOLUTI	
Serial Number:	98037823	CLAIRVOYANCE	
Serial Number:	98316543	ATG AERONIX TECHNOLOGIES GROUP	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8200		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	BROWN RUDNICK LLP		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28228/69		
NAME OF SUBMITTER:	MATTHEW P. YORK		
SIGNATURE:	/MATTHEW P. YORK/		
DATE SIGNED:	12/19/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of December 18, 2023, is made by the entities listed on the signature page hereof (each, a "Grantor"), in favor of PENNANTPARK LOAN AGENCY SERVICING, LLC ("PennantPark LAS"), having an address at 1691 Michigan Avenue, Suite 500, Miami Beach, FL 33139, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among SV-AERO HOLDINGS, LLC., a Delaware corporation ("Holdings"), AERONIX, INC., a Delaware corporation ("Lead Borrower") together with each other Loan Party signatory thereto as a "Borrower", each a "Borrower" and collectively the "Borrowers," the Borrowers together with Holdings, collectively, the "Grantors" and each, a "Grantor"), the Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrowers) has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith by and among Borrowers, Holdings, and the other Grantors from time to time party thereto in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, and if not defined therein, as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral), whether now owned or hereafter acquired (the "Trademark Collateral");

- a) all of its Trademarks registered with the Applicable IP Office (other than Trademarks that are Excluded Collateral) including, without limitation, those referred to on Schedule 1 hereto;
- b) the goodwill associated with such Trademarks;
- c) all renewals and extensions of the foregoing; and

d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Pages Follow]

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

AERONIX, INC., as a Grantor
SV-AERO HOLDINGS, LLC, as a
Grantor



By: _____

Name: Peter A. Zimmerman

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

PENNANTPARK LOAN AGENCY SERVICING as
Agent



By:
Name: Jeffrey S. Sion
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARKS REGISTERED WITH THE APPLICABLE IP OFFICE

Owner	Trademark	Application or Registration Number	Country	Issue or Filing Date
Aeronix, Inc.	Aeronix Innovative. Communication Solutions. Today. 	RN: 6140093	United States	September 1, 2020
Aeronix, Inc.	Clairvoyance 	SN: 98037823	United States	June 12, 2023
SV-Aero Holdings, LLC	ATG Aeronix Technologies Group 	SN: 98316543	United States	December 15, 2023