# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM863240

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Garrett Container Systems, Inc.		12/22/2023	Corporation: VIRGINIA

### **RECEIVING PARTY DATA**

Name:	Truist Bank, as Administrative Agent		
Street Address:	303 Peachtree Street NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	banking corporation: UNITED STATES		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3287645	GCS
Registration Number:	3346886	GCS
Registration Number:	3692432	TOP DAWG
Registration Number:	3751445	TOP DAWG

## CORRESPONDENCE DATA

Fax Number: 4048817777

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: 404-881-7000

Email: betsy.perkins@alston.com **Correspondent Name:** Mary Grace Gallagher Address Line 1: 1201 W. Peachtree Street Address Line 2: c/o Alston & Bird LLP Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Mary Grace Gallagher		
SIGNATURE:	/Mary Grace Gallagher/		
DATE SIGNED:	12/22/2023		

**Total Attachments: 4** 

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2023 (this "Security Agreement"), is made by GARRETT CONTAINER SYSTEMS, INC., a Virginia corporation (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, ALBERS AEROSPACE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), UNMANNED SYSTEMS INCORPORATED, a Nevada corporation ("Unmanned"), ALBERS PLATING, LLC, a Texas limited liability company ("Albers Plating"), ONEPATH SYSTEMS LLC, a Georgia limited liability company (together with Unmanned and Albers Plating, collectively, the "Borrowers" and each, a "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into that certain Credit Agreement, dated as of December 22, 2023 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrowers and certain of their respective Subsidiaries, including the Grantor, have entered into that certain Guaranty and Security Agreement, dated as of December 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

- Section 2 Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby pledges, assigns and transfers to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):
- (i) all of its Trademarks and all exclusive Trademark Licenses providing for the grant to the Grantor of any rights under any Trademark, including those referred to on <u>Schedule I</u> hereto;
  - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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 the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4** Representation and Warranty. Schedule I correctly sets forth all federally applied for and federally registered Trademarks and exclusive Trademark Licenses owned or held by such Grantor in its own name as of the date hereof.

Section 5 <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 <u>Counterparts</u>. 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.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its authorized officers as of the day and year first above written.

GARRETT CONTAINER SYSTEMS, INC.,

as Grantor

Ву:\_\_\_\_

John/Albers

Chief Executive Officer

ALBERS AEROSPACE HOLDINGS LLC TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

# **Trademarks and Trademark Licenses**

# I. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
GCS	United States	RN: 3287645 SN: 77051956	Nov. 28, 2006	Sep. 4, 2007	Garrett Container Systems, Inc. (Virginia Corp.)
GCS	United States	RN: 3346886 SN: 77051980	Nov. 28, 2006	Dec. 4, 2007	Garrett Container Systems, Inc. (Virginia Corp.)
TOP DAWG	United States	RN: 3692432 SN: 77698027	Mar. 24, 2009	Oct. 6, 2009	Garrett Container Systems, Inc. (Virginia Corp.)
TOP DAWG	United States	RN: 3751445 SN: 77698011	Mar. 24, 2009	Feb. 23, 2010	Garrett Container Systems, Inc. (Virginia Corp.)

# II. TRADEMARK APPLICATIONS

None.

2Error! Unknown document property name.

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**RECORDED: 12/22/2023**