

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISR SYSTEMS, INC.		01/26/2024	Corporation: DELAWARE
PIXIA CORP.		01/26/2024	Corporation: DELAWARE
CUBIC CORPORATION		01/26/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6373382	ISRSYSTEMS	
Registration Number:	6373381	ISR SYSTEMS	
Registration Number:	7101275	HIPER CUBE	
Registration Number:	7015858	UMO IQ	
Registration Number:	6846447	GATR	
Registration Number:	7237251	UV	
Registration Number:	7015349	DVICE	
Registration Number:	7015355	DVICE	
Registration Number:	6852531	M3X	
Registration Number:	6457646	UMO	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		

CH \$265.00 6373382

Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER: 245490/1

NAME OF SUBMITTER: Kendall Ickes

SIGNATURE: /kendall ickes/

DATE SIGNED: 01/26/2024

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of January 26, 2024 (this “**Trademark Security Agreement**”), by ISR SYSTEMS, INC., a Delaware corporation, PIXIA CORP., a Delaware corporation and CUBIC CORPORATION, a Delaware corporation (each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of May 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Atlas CC Holding LLC, a Delaware limited liability company (“**Holdings**”), Atlas CC Acquisition Corp., a Delaware corporation (“**Atlas**”), CUBIC DEFENSE APPLICATIONS, INC., a California corporation (“**CDAI**”), the other Grantors party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of each Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

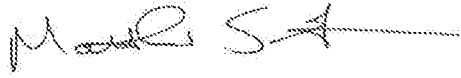
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

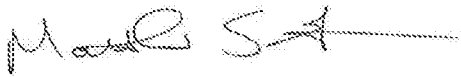
[Signature pages follow.]

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

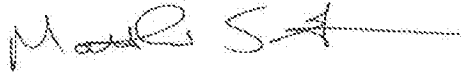
ISR SYSTEMS, INC., as Grantor

By: 
Name: Matthew S. Luxton
Title: Director and Secretary

PIXIA CORP., as Grantor

By: 
Name: Matthew S. Luxton
Title: Director and Secretary

CUBIC CORPORATION, as Grantor

By: 
Name: Matthew S. Luxton
Title: SVP, General Counsel and Corporate Secretary


BARCLAYS BANK PLC,
as the Administrative Agent

By: 
Name: Craig J. Malloy
Title: Director

[Signature Page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Applications

Registrations:

Trademark	Serial No.	Reg. No.	Status	Owner
	88079147	6373382	Registered	ISR Systems, Inc.
ISR SYSTEMS	88079117	6373381	Registered	ISR Systems, Inc.
HIPER CUBE	90030197	7101275	Registered	Pixia Corp.
UMO IQ	97152551	7015858	Registered	Cubic Corporation
GATR	97130028	6846447	Registered	Cubic Corporation
UV	97051995	7237251	Registered	Cubic Corporation
DVICE	90891403	7015349	Registered	Cubic Corporation
	90891954	7015355	Registered	Cubic Corporation
M3X	97259458	6852531	Registered	Cubic Corporation
UMO	90141672	6457646	Registered	Cubic Corporation

Applications:

None.

[Schedule I]