

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871622

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| 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: | ALTER DOMUS (US) LLC | | |
| Street Address: | 225 West Washington Street | | |
| Internal Address: | 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| 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 | | |

CH \$265.00 6373382

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
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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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second 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 ALTER DOMUS (US) LLC, 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 Second 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**”), 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 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 such 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.

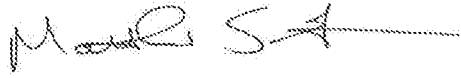
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including the Liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement with respect to (i) the priority of the Liens and security interest in favor of the Administrative Agent or (ii) the Administrative Agent's right to exercise any remedies with respect to any Collateral, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

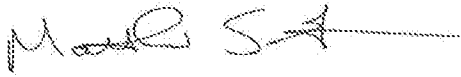
IN WITNESS WHEREOF, each party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ISR SYSTEMS, INC., as Grantor

By: 

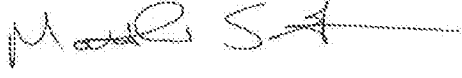
Name: Matthew S. Luxton
Title: Director and Secretary

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

ALTER DOMUS (US) LLC,
as the Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008329 FRAME: 0262

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.