

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI79462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airborn, Inc.		09/17/2018	Corporation: TEXAS
Airborn Flexible Circuits, Inc.		09/17/2018	Corporation: CANADA
Airborn Electronics, Inc.		09/17/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	14241 Dallas Parkway		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4306356	AIRBORN ELECTRONICS, INC.	
Registration Number:	4310050	VERSIHD	
Registration Number:	4310049	MICROQUAD	
Registration Number:	4310048	VERSI	
Registration Number:	3652977	10400	
Registration Number:	3587596	A	
Registration Number:	3474474	AIRBORN	
Registration Number:	4380770	MICROSI	
Registration Number:	3205884	AESCO	
Registration Number:	4841865	AIRBORN ENGINEERING = PROBLEM SOLVED	
Registration Number:	4841864	AIRBORN ENGINEERING EQUALS PROBLEM SOLVED	
Registration Number:	4553362	HD4	
Registration Number:	4553431	HD4	
Registration Number:	4640978	RZ	
Registration Number:	4662551	RZ	
Registration Number:	4979068	AIRBORN CONNECTED	

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Property Type	Number	Word Mark
Registration Number:	5326742	AESCO ELECTRONICS
Registration Number:	5185459	AIRBORN ADVANTAGE
Registration Number:	5280861	A AIRBORN
Registration Number:	5280863	A
Registration Number:	5280865	AIRBORN
Registration Number:	5382441	SERIES 360
Registration Number:	5382443	SERIES 360
Registration Number:	5488148	QUICK-CLEAN
Registration Number:	5488149	QUICK-DEMATE
Serial Number:	87923586	QIII
Serial Number:	88064359	SAOC
Serial Number:	88064382	RAOC
Serial Number:	88064403	MODEL-TO-MARKET
Serial Number:	88064415	M2M

CORRESPONDENCE DATA

Fax Number:

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: (678)553-2189
Email: lane.mckell@gtlaw.com
Correspondent Name: Annabelle McKell
Address Line 1: 3333 Piedmont Rd. NE
Address Line 2: Suite 2500
Address Line 4: Atlanta , GEORGIA 30305

NAME OF SUBMITTER:	Annabelle McKell
SIGNATURE:	Annabelle McKell
DATE SIGNED:	03/08/2024

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 17th day of September, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Non-EXIM Credit Agreement”), by and among **AIRBORN CONSOLIDATED HOLDINGS, INC.**, a Texas corporation, as parent (“Parent”), **AIRBORN, INC.**, a Texas corporation (“Intermediate Parent”), those Subsidiaries of Parent (including Intermediate Parent) party thereto as Borrowers, and those additional entities that hereafter become parties thereto as Borrowers in accordance with the terms thereof (Parent, each such Subsidiary, and each such additional entity, each a “Borrower”, individually, and collectively, jointly and severally, “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Non-EXIM Lender”), and Agent, the Non-EXIM Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “EXIM Credit Agreement”, and together with the Non-EXIM Credit Agreement, each a “Credit Agreement” and collectively the “Credit Agreements”), by and among each US Borrower (as defined in the Non-EXIM Credit Agreement), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “EXIM Lender” and together with the NON-EXIM Lenders, each a “Lender” and collectively the “Lenders”), and Agent, the EXIM Lender Group has agreed to make certain financial accommodations available to US Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreements, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the

Credit Agreements, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. **CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


AIRBORN, INC.

By: 
Name: Michael Cole
Title: Chief Operating Officer

AIRBORN FLEXIBLE CIRCUITS, INC.

By: 
Name: Michael Cole
Title: Chief Operating Officer

AIRBORN ELECTRONICS, INC.

By: 
Name: Michael Cole
Title: Chief Operating Officer

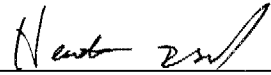
[AIRBORN-TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008363 FRAME: 0895

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 
Name: Heath Israel
Title: Authorized Signatory

[AIRBORN-TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008363 FRAME: 0896

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
AirBorn, Inc.	United States	AIRBORN ELECTRONICS, INC.	4306356	3/19/13
AirBorn, Inc.	United States	VERSIHD and Design	4310050	3/26/13
AirBorn, Inc.	United States	MICROQUAD and Design	4310049	3/26/13
AirBorn, Inc.	United States	VERSI and Design	4310048	3/26/13
AirBorn, Inc.	United States	10400	3652977	7/14/09
AirBorn, Inc.	United States	A and Design	3587596	3/10/09
AirBorn, Inc.	United States	AIRBORN	3474474	7/29/08
AirBorn, Inc.	United States	MICROSI and Design	4380770	8/6/13
AirBorn Electronics, Inc.	United States	AESCO	3205884	2/6/07
AirBorn, Inc.	United States	AIRBORN ENGINEERING = PROBLEM SOLVED	4841865	10/27/15
AirBorn, Inc.	United States	AIRBORN ENGINEERING = PROBLEM SOLVED	4841864	10/27/15
AirBorn, Inc.	United States	HD4	4553362	6/17/14
AirBorn, Inc.	United States	HD4 & DESIGN	4553431	6/17/14
AirBorn, Inc.	United States	RZ	4640978	11/18/14
AirBorn, Inc.	United States	RZ & DESIGN	4662551	12/30/14
AirBorn, Inc.	United States	AIRBORN CONNECTED	4979068	7/14/16
AirBorn, Inc.	United States	AESCO ELECTRONICS & DESIGN	5326742	11/7/17

AirBorn, Inc.	United States	AIRBORN ADVANTAGE	5185459	4/18/17
AirBorn, Inc.	United States	A AIRBORN & DESIGN	5280861	9/5/17
AirBorn, Inc.	United States	A DESIGN	5280863	9/5/17
AirBorn, Inc.	United States	AIRBORN (stylized)	5280865	9/5/17
AirBorn, Inc.	United States	SERIES 360 (stylized)	5382441	1/16/18
AirBorn, Inc.	United States	SERIES 360	5382443	1/16/18
AirBorn, Inc.	United States	QUICK-CLEAN	5488148	6/5/18
AirBorn, Inc.	United States	QUICK-DEMATE	5488149	6/5/18
AirBorn, Inc.	United States	Qiii	87923586	5/16/18
AirBorn, Inc.	United States	SAOC	88064359	8/3/18
AirBorn, Inc.	United States	RAOC	88064382	8/3/18
AirBorn, Inc.	United States	MODEL TO MARKET	88064403	8/3/18
AirBorn, Inc.	United States	M2M	88064415	8/3/18
AirBorn, Inc.	China	AIRBORN	6323655	3/28/10
AirBorn, Inc.	China	A DESIGN	7957737	3/7/11
AirBorn, Inc.	Taiwan	HD4 & DESIGN	1689817	2/1/15
AirBorn, Inc.	Madrid International Protocol	HD4 & DESIGN	1200450	3/11/14
AirBorn, Inc.	Madrid International Protocol	A AIRBORN & DESIGN	1346259	2/15/17
AirBorn, Inc.	Madrid International Protocol	A DESIGN	1347732	2/15/17
AirBorn, Inc.	Madrid International Protocol	AIRBORN (stylized)	1346049	2/15/17
AirBorn, Inc.	Madrid International Protocol	SERIES 360	1374693	4/11/18

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None