

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI100093

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900839124

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Airborn, Inc.		03/05/2024	Corporation: TEXAS
Airborn Flexible Circuits Inc.		03/05/2024	Corporation: CANADA

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: 15

Property Type	Number	Word Mark
Registration Number:	3016925	STRATAFLEX
Registration Number:	5950915	QIII
Registration Number:	5922978	SAOC
Registration Number:	6309391	RAOC
Registration Number:	6598176	MODEL-TO-MARKET
Registration Number:	7157585	AIRSTRIP
Registration Number:	6072607	FLEXPPTS
Registration Number:	6254758	SINERGY
Registration Number:	6113166	FOCUS
Registration Number:	6635729	ROCKET MACRO D
Serial Number:	88822663	ROCKET
Serial Number:	97437926	A AIRBORN LEADING EDGE
Serial Number:	98028266	AURA
Serial Number:	98028288	TRIMATE
Serial Number:	98124040	POWER BLADE

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 Lane 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:	03/18/2024

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 5th day of March, 2024, 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”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 17, 2018 (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 EXIM Guaranteed Credit Agreement, dated as of September 17, 2018 (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, pursuant to that certain Guaranty and Security Agreement, dated as of September 17, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform

Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

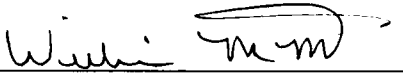
7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS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

AIRBORN FLEXIBLE CIRCUITS INC.

By: 
Name: William McManus
Title: Chief Financial Officer

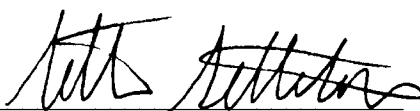
[AIRBORN— TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008371 FRAME: 0594

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 

Name: Seth Setterberg

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
AirBorn Flexible Circuits Inc.	United States	STRATAFLEX	3016925	11/22/2005
AirBorn, Inc.	United States	Qiii	5950915	12/31/2019
AirBorn, Inc.	United States	SAOC	5922978	11/26/2019
AirBorn, Inc.	United States	RAOC	6309391	03/30/2021
AirBorn, Inc.	United States	MODEL-TO-MARKET	6598176	12/21/2021
AirBorn, Inc.	United States	AIRSTRIP	7157585	09/05/2023
AirBorn, Inc.	United States	FLEXPERTS	6072607	06/09/2020
AirBorn, Inc.	United States	SINERGY & Design	6254758	01/26/2021
AirBorn, Inc.	United States	FOCUS & Design	6113166	07/28/2020
AirBorn, Inc.	United States	ROCKET MACRO D	6635729	02/08/2022
AirBorn, Inc.	United States	ROCKET & Design	88822663	03/05/2020
AirBorn, Inc.	United States	AIRBORN LEADING EDGE & Design (updated logo design)	97437926	06/01/2022
AirBorn, Inc.	United States	AURA & Design	98028266	06/05/2023
AirBorn, Inc.	United States	TRIMATE & Design	98028288	06/05/2023
AirBorn, Inc.	United States	POWER BLADE	98124040	08/09/2023
AirBorn, Inc.	China	AIRBORN	632655	03/28/2010

AirBorn, Inc.	China	A Logo Design	7957737	03/07/2011
Airborn Flexible Circuits Inc.	Canada	STRATAFLEX	TMA629243	01/04/2005
AirBorn, Inc.	Taiwan	HD4 & Design	1689817	02/01/2015
AirBorn, Inc.	Madrid Protocol International Trademarks	HD4 & Design	1200450	03/11/2014
AirBorn, Inc.	Madrid Protocol International Trademarks	A AIRBORN & Design	1346259	02/15/2017
AirBorn, Inc.	Madrid Protocol International Trademarks	A Design	1347732	02/15/2017
AirBorn, Inc.	Madrid Protocol International Trademarks	AIRBORN (stylized)	1346049	02/15/2017
AirBorn, Inc.	Madrid Protocol International Trademarks	SERIES 360	1374693	09/21/2017

Trademark Licenses

None.