

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAG DS CORP.		04/01/2020	Corporation: DELAWARE
AASKI TECHNOLOGY INC.		04/01/2020	Corporation: NEW JERSEY
AVENGE INCORPORATED		04/01/2020	Corporation: VIRGINIA
UAV COMMUNICATIONS, INC.		04/01/2020	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A.
Street Address:	28 State Street, 15th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5563493	MAG AEROSPACE
Registration Number:	5563495	MAG MAG AEROSPACE
Registration Number:	5563496	MAG MAG
Registration Number:	5563494	MAG MAG AEROSPACE
Registration Number:	5563497	MAG MAG
Registration Number:	3875877	BOSH GLOBAL SERVICES
Registration Number:	5450848	SMCT
Registration Number:	5450849	SMCT
Registration Number:	5804433	AASKI TECHNOLOGY
Registration Number:	5786916	AASKI
Registration Number:	4156935	MISSION FOCUSED, CUSTOMER CENTRIC

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1550208-0009-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 04/01/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (each, a “**Grantor**”), in favor of Citizens Bank, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied-for Trademarks, including those listed on Schedule A hereto;
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof; and
- (iii) to the extent not otherwise included, all Proceeds and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1. CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties 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 Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

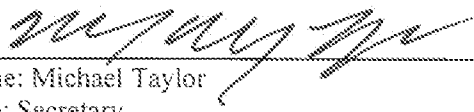
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

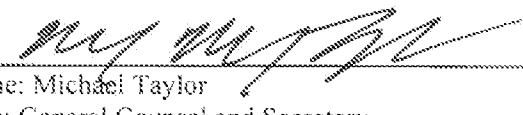
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

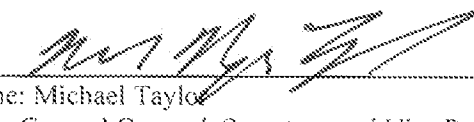
MAG DS CORP., as a Grantor

By: 
Name: Michael Taylor
Title: Secretary

AASKI TECHNOLOGY INC.,
AVENGE INCORPORATED,
each, as a Grantor

By: 
Name: Michael Taylor
Title: General Counsel and Secretary

UAV COMMUNICATIONS, INC., as a Grantor


By: 
Name: Michael Taylor
Title: General Counsel, Secretary and Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006906 FRAME: 0114

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK N.A.,
as Administrative Agent and Collateral Agent

By:  _____

Name: Ryan Goodband
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Registration #; Application #	Jurisdiction	Owner of Record
MAG AEROSPACE	5563493; 87/348,421	U.S.	MAG DS Corp.
	5563495; 87/348,527	U.S.	MAG DS Corp.
	5563496; 87/348,550	U.S.	MAG DS Corp.
	5563494; 87/348,491	U.S.	MAG DS Corp.
	5563497; 87/348,584	U.S.	MAG DS Corp.
HUSH GLOBAL SERVICES	3875877; 77/895,373	U.S.	UAV Communications, Inc.
SMCT	5450848; 87/137,162	U.S.	Avenge Incorporated
	5450849; 87/137,171	U.S.	Avenge Incorporated
AASKI TECHNOLOGY	5804433; 88/202,279	U.S.	AASKI Technology Inc.
AASKI	5786916; 88/202,565	U.S.	AASKI Technology Inc.
Mission Focused, Customer Centre	4156935; 85/395,180	U.S.	AASKI Technology Inc.