

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Photonis Defense, Inc.		01/28/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Aether Financial Services SAS, as Security Agent		
Street Address:	36 Rue de Monceau		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3256149	PLANACON	
Registration Number:	6284157		
Registration Number:	5167991	VYPER 14	
Registration Number:	5092218	HYPER MUM	
Registration Number:	781340	CHANNELTRON	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	036001-0081		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/28/2022		
Total Attachments: 6			

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**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

This TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2022 (this "Trademark Security Agreement"), by the Grantors party hereto in favor of AETHER FINANCIAL SERVICES SAS, as security agent for the Secured Parties (in such capacity, the "Security Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of January 28, 2022 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among PHOTONIS HOLDING INC., a Delaware corporation, PHOTONIS SCIENTIFIC, INC., a Delaware corporation and PHOTONIS DEFENSE INC., a Pennsylvania corporation, each of the other Grantors from time to time party thereto and AETHER FINANCIAL SERVICES, in its capacity as security agent for the Secured Parties (in such capacity, the "Security Agent").

The Secured Parties' agreements in respect of extensions of facilities and subscription of the Bonds are set forth in the Finance Documents. Each Grantor party hereto will derive substantial benefits from the extensions of facilities and subscription of the Bonds pursuant to the Finance Documents and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Intercreditor Agreement. The rules of construction specified in Clause 1.2 of the Intercreditor Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on, all of such Grantor's right, title and 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, in each case to the extent the same constitute Collateral (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any foreign Intellectual Property or any "intent-to-use" applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall

automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Security Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto (at the sole cost and expense of the Grantors) instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Security Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the Trademark Collateral 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 of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

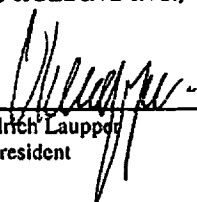
Section 5. Governing Law. Sections 6.09 (Governing Law; Jurisdiction; Venue; Waiver of Jury Trial) of the Security Agreement are incorporated herein by reference, mutatis mutandis.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

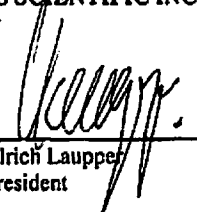
Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

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

PHOTONIS HOLDING INC.,
as a Grantor

By: 
Name: Ulrich Laupper
Title: President

PHOTONIS SCIENTIFIC INC.,
as a Grantor

By: 
Name: Ulrich Laupper
Title: President

PHOTONIS DEFENSE, INC.,
as a Grantor

By: _____
Name: Larry Stack
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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


PHOTONIS HOLDING INC.,
as a Grantor

By: _____
Name: Ulrich Laupper
Title: President

PHOTONIS SCIENTIFIC INC.,
as a Grantor

By: _____
Name: Ulrich Laupper
Title: President

PHOTONIS DEFENSE, INC.,
as a Grantor

By: 
Name: Larry Stack
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AETHER FINANCIAL SERVICES SAS,
as Security Agent

By: Louis Thuliez
Name: Head of Private Debt Execution
Title: AETHER FINANCIAL SERVICES

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

U.S.A. TRADEMARKS

TRADEMARKS OWNED BY PHOTONIS DEFENSE, INC.	
Trademark	Reg. No.
PLANACON	US 3,256,149
Miscellaneous Design	US 6,284,157
VYPER 14	5,167,991
HYPER MUM	5,092,218
HYPER 14	5,167,991
CHANNELTRON	781,340

TRADEMARK APPLICATIONS OWNED BY PHOTONIS DEFENSE, INC.	
Trademark	Reg. No.
MASTERS OF DARKNESS	US 88/949,774 ITU
ALL IN	US 90/049,317 ITU
PD-PRO	US 90/049,474 ITU