

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glas Trust Corporation Limited		09/23/2022	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Sentry Aerospace, LLC		
Street Address:	708 Ginesi Drive		
City:	Morganville		
State/Country:	NEW JERSEY		
Postal Code:	07751		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5773942	SENTRY AEROSPACE CORPORATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011923-0052		
NAME OF SUBMITTER:	Catherine C. Maresh		
SIGNATURE:	/Catherine C. Maresh/		
DATE SIGNED:	09/26/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is entered into as of September 23, 2022 by and between GLAS TRUST CORPORATION LIMITED (together with its successors, in such capacity, the "*Security Agent*"), and Sentry Aerospace, LLC, a New Jersey limited liability company, a successor-in-interest by merger to Sentry Aerospace Corporation, a New Jersey Corporation, as evidenced by that certain Certificate of Merger filed June 29, 2022 with the New Jersey Division of Revenue ("*Grantor*").

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "*Loans*") to certain affiliates of Grantor in the amounts and manner set forth in that certain Amendment and Restatement Agreement, dated as of July 1, 2022 by and among A2K Midco Limited (the "*Parent*"), Aerospaces 2000 Holdings Limited as original borrower (the "*Borrower*"), the entities listed in Part I of Schedule 1 thereto as guarantors (together with Parent, the "*Original Guarantors*"), the financial institution listed in Part II of Schedule 1 thereto as lender (together with each other "lender" from time to time, collectively, the "*Lender*"), GLAS LOAN AGENCY SERVICES LIMITED as agent of the other Finance Parties (the "*Agent*"), GLAS TRUST CORPORATION LIMITED as security trustee for the Secured Parties (the "*Security Agent*"), among others (collectively with the Amended and Restated Facilities Agreement which has been amended and restated thereby and as further amended, amended and restated, varied, novated or supplemented from time to time, the "*Facilities Agreement*"). In connection with the Facilities Agreement, the Grantor has entered into a Collateral Agreement dated September 23, 2022 with the Security Agent (the "*Collateral Agreement*"). The Lenders are willing to make the Loans to the Obligors, but only upon the condition, among others, that Grantor shall grant to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Obligors and Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Security Agent, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligors' and Grantor's obligations to the Secured Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligors' and Grantor's obligations to the Secured Parties, Grantor grants and pledges to Security Agent, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "*Intellectual Property Collateral*"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "*Copyrights*");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "*Trademarks*");

(f) All mask works or similar rights, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "*Mask Works*");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Security Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement and the Collateral Agreement, each of which is hereby incorporated by reference. The provisions of the Facilities Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Security Agent with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement, the Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SENTRY AEROSPACE LLC, a New Jersey limited liability company

DocuSigned by:
Jeff Morton
By: _____
Name: Jeff Morton
Title: Executive Vice President

SECURITY AGENT:

GLAS TRUST CORPORATION LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SENTRY AEROSPACE, LLC, a New Jersey limited liability company

By: _____
Name: _____
Title: _____

SECURITY AGENT:

GLAS TRUST CORPORATION LIMITED

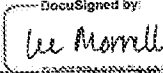
By:  _____
Name: Lee Morrell
Title: Senior Transaction Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

Description

Registration/
Application
Number
5773942

Registration/
Application
Date
June 11, 2019



Color is not claimed as a feature of the mark. The mark consists of the literal elements "SENTRY AEROSPACE CORPORATION" in stylized font, wherein the word "SENTRY" appears in large font to the left of the words "AEROSPACE CORPORATION", which appear on two separate lines. To the left of the word "SENTRY" is a design of a shaded triangle having rounded edges. Behind the triangle is a design of a propeller.

EXHIBIT D

Mask Works

Description

Registration/

Registration/

None

Application
Number

Application
Date