

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN US INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAES Systems LLC		01/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as security agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1679822	AMBIDEXTROUS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Echo Qian		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Echo Quin-36464.0008		
NAME OF SUBMITTER:	Echo Qian		
SIGNATURE:	/Echo Qian/		
DATE SIGNED:	01/03/2023		
Total Attachments: 8			
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FIRST LIEN US INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN US INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 3, 2023 (this “Agreement”), by CAES Systems LLC, a Delaware limited liability company (the “Grantor”) in favor of Wilmington Trust, National Association (“Wilmington”), as security agent (in such capacities and together with its successors and assigns, the “Security Agent”) for the Secured Parties. This Agreement constitutes an Intellectual Property Security Agreement under the Security Agreement (as defined below).

Reference is made to that certain First Lien US Pledge and Security Agreement, dated as of January 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Obligor (as defined in the Senior Facilities Agreement referenced below) party thereto and the Security Agent. The Original Lenders have extended credit to the Original Borrowers subject to the terms and conditions set forth in that certain Senior Facilities Agreement, dated as of January 15, 2020 (as amended by that certain post-syndication amendment letter, dated February 6, 2020, or as otherwise amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Facilities Agreement”), by and among, *inter alios*, AI Convoy US Borrower LLC, a Delaware limited liability company (the “US Co-Borrower”), AI Convoy (Luxembourg) S.à r.l., a private limited liability company incorporated in Luxembourg (the “Lux Borrower”, together with the US Co-Borrower, the “Original Borrowers”), the Mandated Lead Arrangers, the Original Lenders, Credit Suisse AG, Cayman Islands Branch, in its capacity as agent of the other Finance Parties (the “Administrative Agent”), the Security Agent and others party thereto. Consistent with the requirements set forth in clause 31.3 of the Facilities Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Facilities Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Security Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the IP 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Security Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of *the* State of New York.

[Signature Pages Follow]

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

CAES SYSTEMS LLC

DocuSigned by:

Bruce Almquist


By: _____
Name: Bruce Almquist
Title: Vice President and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as the Security Agent

By: _____

Name:

Title:



Jeffery Rose
Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
CAES Systems LLC	1679822	AMBIDEXTROUS

TRADEMARK APPLICATIONS

None.

SCHEDULE II

REGISTERED PATENTS

REGISTERED OWNER	PATENT NUMBER	PATENT
CAES Systems LLC	7626549	COMPACT PLANAR ANTENNA FOR SINGLE AND MULTIPLE POLARIZATION CONFIGURATIONS
CAES Systems LLC	7636063	COMPACT BROADBAND PATCH ANTENNA
CAES Systems LLC	7656332	METHOD AND APPARATUS FOR A MULTI-MODE MULTI-RATE TELEMETRY TRANSMITTER
CAES Systems LLC	7668509	FREQUENCY SELECTIVE LEVELING LOOP FOR MULTI-SIGNAL PHASED ARRAY TRANSMITTERS
CAES Systems LLC	7705694	ROTATABLE ELLIPTICAL DIELECTRIC RESONATORS AND CIRCUITS WITH SUCH DIELECTRIC RESONATORS
CAES Systems LLC	7719391	DIELECTRIC RESONATOR CIRCUITS
CAES Systems LLC	7724484	ULTRA BROADBAND 10-W CW INTEGRATED LIMITER
CAES Systems LLC	7780386	TORQUE-LIMITED ELECTRICAL CONNECTOR
CAES Systems LLC	8278556	STABILIZATION OF DIELECTRIC USED IN TRANSMISSION LINE STRUCTURES
CAES Systems LLC	10725142	SINGLE CHANNEL INTERFEROMETER WITH OPTICAL DELAY LINES
CAES Systems LLC	11385314	SINGLE CHANNEL INTERFEROMETER WITH OPTICAL DELAY LINES
CAES Systems LLC	17/365,984	RF POLARIMETERS WITH OPTICAL DELAY LINES
CAES Systems LLC	17/390,804	TOPSIDE AIR COOLING OF ELECTRONIC PACKAGES
CAES Systems LLC	PCT/US2021/053501	LOAD SENSITIVE POWER AMPLIFIER WITH QUADRATURE COMBINER
CAES Systems LLC	11316479	LOAD SENSITIVE POWER AMPLIFIER WITH QUADRATURE COMBINER
CAES Systems LLC	6885351	ANTENNA
CAES Systems LLC	7057480	CROSS-COUPLED DIELECTRIC RESONATOR CIRCUIT
CAES Systems LLC	7248130	HIGH POWER COMBINER/DIVIDER
CAES Systems LLC	7289080	ULTRA BROADBAND LINEAR ANTENNA
CAES Systems LLC	7151476	RADAR SYSTEM HAVING A BEAMLESS EMISSION SIGNATURE
CAES Systems LLC	7626464	MULTI-FREQUENCY SIGNAL SOURCE
CAES Systems LLC	7847736	MULTI SECTION MEANDER ANTENNA
CAES Systems LLC	7885355	MULTI-DYNAMIC MULTI-ENVELOPE RECEIVER
CAES Systems LLC	9270027	NOTCH-ANTENNA ARRAY AND METHOD FOR MAKING SAME
CAES Systems LLC	6559513	FIELD-PLATE MESFET

PATENT APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER	PATENT
CAES Systems LLC	17/386264	EFFICIENT WAY OF USING IMPINGMENT COOLING IN HIGH POWER PACKAGE
CAES Systems LLC	17/468540	BIAS CIRCUIT FOR DEPLETION MODE FIELD EFFECT TRANSISTORS
CAES Systems LLC	63/391,978	METHOD TO MECHANICALLY ISOLATE AND ELECTRICALLY COUPLE BETWEEN A PHASED ARRAY TRANSMIT / RECEIVE BOARD AND A 3D PRINTED ANTENNA
CAES Systems LLC	17/667,663	MONOHEDRAL TILED ANTENNA ARRAYS (PENTARRAY)
CAES Systems LLC	PCT/US2022/015737	MONOHEDRAL TILED ANTENNA ARRAYS (PENTARRAY)
CAES Systems LLC	63/166222	MONOHEDRAL PENTAGONALLY TILED ADVANCED ELECTRONICALLY SCANNED ARRAY
CAES Systems LLC	63/365,285	Anti-Jamming System [Provisional]
CAES Systems LLC	17/856,739	Computer Vision for Phased Arrays "Real Time Deformation Adjustments for Phased Antenna Array"
CAES Systems LLC	17/818,531	Anti-Jamming System
CAES Systems LLC	17/886,032	ARTS (no autonomy)
CAES Systems LLC	17/886,122	ARTS (fully autonomous)
CAES Systems LLC	17/886,156	ARTS (semi-autonomous)

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.