

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MANNA DRONES LIMITED		09/28/2023	Limited Corporation: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC INNOVATION BANK LIMITED		
<b>Street Address:</b>	Alphabeta, 14-18 Finsbury Square		
<b>City:</b>	London		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	EC2A 1BR		
<b>Entity Type:</b>	Bank: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97398069	M MANNA	
<b>Registration Number:</b>	6592855	MANNA M	
<b>Registration Number:</b>	6437133	MANNA M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2131895 TM		
<b>NAME OF SUBMITTER:</b>	Gwendolyn Meccas		
<b>SIGNATURE:</b>	/Gwendolyn Meccas/		
<b>DATE SIGNED:</b>	09/29/2023		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of 28 September, 2023 by and between **HSBC INNOVATION BANK LIMITED** (registered in England & Wales with company number 12546585) with its registered office at Alphabeta, 14-18 Finsbury Square, London, United Kingdom EC2A 1BR (“Lender”) and **MANNA DRONES LIMITED** (registered number 647967) with its registered address at NexusUCD, Block 9/10, Belfield Office Park, University College Dublin, Clonskeagh, Dublin (“Grantor”).

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto (each such party, including Grantor, an “Obligor”) (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and among Lender and Obligor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Lender.

B. Pursuant to the terms of the Loan Agreement and that certain Security Deed by and between Grantor and Lender dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Security Deed”), Grantor has granted to Lender 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 Security Asset (as defined in the Security Deed).

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 all obligations of Obligor to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor to Lender, Grantor grants and pledges to Lender 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 available for the protection of semiconductor chips, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any United States trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), 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 such intent-to-use trademark application under applicable federal law.

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 Lender.

3. Security Filings. Grantor irrevocably and unconditionally authorizes William Fry to do, at the cost and expense of Grantor, all acts and sign on its behalf all required documents and forms as Lender and/or William Fry may consider necessary or desirable to procure compliance with the procedure under sections 409(3) or 409(4) of the Companies Act (as defined in the Security Deed and as hereinafter used) in respect of this Agreement. For the avoidance of doubt, this clause permits Lender and William Fry to insert its or their employees respective e-mail addresses (or such other e-mail address as it or they may nominate) in any form or forms filed under section 409 of the Companies Act for the purposes of receiving a certificate of registration of a charge from the Companies Registration Office. In addition, Grantor agrees and acknowledges that it is Grantor's responsibility to comply with the requirements of and the procedures set out in section 409 the Companies Act and that William Fry has no liability or responsibility to Grantor for any failure to comply in full or in part with any such requirement or procedure where such failure is due to anything outside the reasonable control of William Fry.

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

5. 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.

6. 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.

7. 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:

Executed as a deed by  
**MANNA DRONES LIMITED**  
by its lawfully appointed attorney  
in the presence of:

Eoghan Huston  
Attorney Signature

EOGHAN HUSTON  
Attorney Name

Maria McHugh  
Witness Signature

MARIA MCHUGH  
Witness Name

11 STRANDSIDE NORTH, ARBESIDE, DUNGARVAN, CO. WATERFORD  
Witness Address

CHARTERED ACCOUNTANT  
Witness Occupation

LENDER:

HSBC INNOVATION BANK 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:

Executed as a deed by  
**MANNA DRONES LIMITED**  
by its lawfully appointed attorney  
in the presence of:

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Occupation

LENDER:

HSBC INNOVATION BANK LIMITED

By: DocuSigned by:  
Tom Burgess  
300CC2BF83084CE...

Name: Tom Burgess

Title: Director, Credit Solutions

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




<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	97398069	May 6, 2022
M MANNA		
	6592855	December 21, 2021
MANNA M		
	6437133	August 3, 2021
MANNA M		

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

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