

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2570517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
AURORA FLIGHT SCIENCES CORPORATION	10/04/2013
AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC.	10/04/2013

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219

PROPERTY NUMBERS Total: 45

Property Type	Number
Patent Number:	5106035
Patent Number:	7364115
Patent Number:	7441724
Patent Number:	7506837
Patent Number:	7559191
Patent Number:	7838716
Patent Number:	7857254
Patent Number:	8001764
Patent Number:	7038090
Patent Number:	8061646
Patent Number:	8128031
Patent Number:	8172172
Patent Number:	8205827
Patent Number:	8226025

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Patent Number:	8225613
Patent Number:	8314374
Patent Number:	8348198
Patent Number:	8355830
Patent Number:	8356770
Patent Number:	8376279
Patent Number:	8500067
Patent Number:	D651156
Application Number:	12139363
Application Number:	12556225
Application Number:	13111414
Application Number:	13159539
Application Number:	13311295
Application Number:	13397569
Application Number:	13413696
Application Number:	13444297
Application Number:	29418353
Application Number:	13561598
Application Number:	13620249
Application Number:	13632849
Application Number:	13659463
Application Number:	13715325
Application Number:	13954218
Application Number:	13954278
Application Number:	13954362
PCT Number:	US1255729
PCT Number:	US1258323
PCT Number:	US1267783
PCT Number:	US1353271
Application Number:	61851866
Application Number:	61858909

CORRESPONDENCE DATA

Fax Number: (215)832-5619
Phone: 215-569-5619
Email: pecsenye@blankrome.com

PATENT
REEL: 031393 FRAME: 0528

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: ONE LOGAN SQUARE
Address Line 2: 8TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13045
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
Signature:	/Timothy D. Pecsénye/
Date:	10/08/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of October 4, 2013, is made by AURORA FLIGHT SCIENCES CORPORATION, a corporation organized under the laws of the State of Delaware ("Aurora") and AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC., a corporation organized under the laws of the State of Delaware ("AWV," and together with Aurora, collectively, the "Grantors"), each with an address at 9950 Wakeman Drive, Manassas, VA 20110, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 1600 Market Street, Philadelphia, PA 19103, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of October 4, 2013 (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, each other Person hereafter joined thereto as a borrower or guarantor from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of each Grantor's assets (excluding only Excluded Property), including without limitation all of each Grantor's Intellectual Property (excluding only Excluded Property) and specifically including (excluding only Excluded Property) all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral") (provided that, the Intellectual Property Collateral shall not include any Excluded Property):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement following acquisition of such new US Registered Intellectual Property (excluding only Excluded Property), deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in

the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

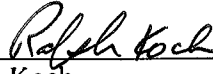
Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]


In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

**AURORA FLIGHT SCIENCES
CORPORATION**

By: 
Ralph Koch
Vice President, Treasurer and Chief
Financial Officer

**AURORA FLIGHT SCIENCES OF WEST
VIRGINIA, INC.**

By: 
Ralph Koch
Treasurer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

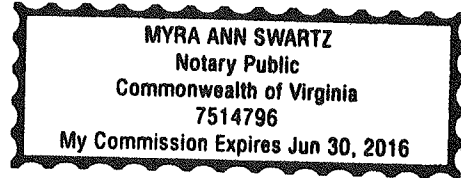
By: *Keith Moellering*
Keith Moellering
Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PATENT
REEL: 031393 FRAME: 0535

Acknowledgment of Grantors

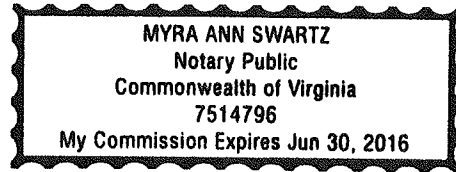
STATE OF Virginia) ss
COUNTY OF Prince William



On this 4th day of October, 2013 before me personally appeared Ralph Koch, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AURORA FLIGHT SCIENCES CORPORATION**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Myra Ann Swartz
Notary Public

STATE OF Virginia) ss
COUNTY OF Prince William



On this 4th day of October, 2013 before me personally appeared Ralph Koch, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Myra Ann Swartz
Notary Public

[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Schedule 1
to
Intellectual Property Security Agreement**

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' patents and patent applications:

A. Issued Patents			
Patent Registration Number	Registration Date	Grantor/Owner	Description
5,106,035	4/21/1992	AFSC	Aircraft Propulsion System Using Air Liquefaction and Storage
7,364,115	4/29/2008	AFSC	System & Method for Controlling Engine RPM of a Ducted Fan Aircraft (331350.00010)
7,441,724	10/28/2008	AFSC	System & Method for Controlling a Roll Rate of a Torsionally-Disconnected Freewing Aircraft
7,506,837	3/24/2009	AFSC	In-bound Transition Control for a Tail-Sitting Vertical Take-off and Landing Aircraft
7,559,191	7/14/2009	AFSC	Ducted Spinner for Engine Cooling
7,838,716	11/23/2010	AFSC	High Speed Swelling, Pressure Exerting Hemostatic Device (6/23-09 - Sold to FEG Holdings with a Grant-Back License allowing AFS to use the IP if in the AFS Field of Use (designing, developing, and manufacturing UAVs and other aerostructures for aeronautical and/or aerospace applications)
7,857,254	12/28/2010	AFSC	System and Method for Utilizing Stored Electrical Energy for VTOL Aircraft Thrust Enhancement and Attitude Control
181972	2/1/2011	AFSC	In-bound Transition Control for a Tail-Sitting Vertical Take-off and Landing Aircraft (Israel)
8,001,764	8/23/2011	AFSC	Vibration Isolation Engine Mount System & Method for Ducted Fans
8,038,090	10/18/2011	AFSC	System and Method for the Retrieval of a Smaller Unmanned Aerial Vehicle by a Larger Unmanned Aerial Vehicle
8,061,646	11/22/2011	AFSC	Wing Tip Docking System for Aircraft
D651,156	12/27/2011	AFSC	Unmanned Air-Launched Cargo Glider
8,128,031	3/6/2012	AFSC	Spar for Sailwings
8,172,172	5/8/2012	AFSC	Wing Tip Docking System for Aircraft
8,205,827	6/26/2012	AFSC	Hydrazine Monopropellant Decomposition Air Turboprop Engine
8,226,025	7/24/2012	AFSC	Wing Tip Docking System for Aircraft
8,225,613	7/24/2012	AFSC	High Altitude Combustion System
8,314,374	11/20/2012	AFSC	Remotely-Guided Vertical Take-Off System and Method for Delivering An Ordnance to a Target
8,348,198	1/8/2013	AFSC	Sail Wing with High Span Efficiency and Controlled Pitching Moment
8,355,830	1/15/2013	AFSC	Aircraft Health Monitoring and Design for Condition
8,356,770	1/22/2013	AFSC	Tail-Mounted Pointable Solar Panels for Solar-Powered Aircraft
8,376,279	2/19/2013	AFSC	Inflatable folding wings for a very high altitude aircraft
8,225,613	7/24/2013	AFSC	High Altitude Combustion System
8,500,067	8/6/2013	AFSC	Modular Miniature Unmanned Aircraft with Vectored-thrust Control

B. Patent Applications			
Title – Non-Provisional Applications			
Patent Registration Number	Registration Date	Grantor/Owner	Description
12/139,363	6/13/2008	AFSC	Wing Load Alleviation Structure
12/556,225	3/10/2011	AFSC	Modular Miniature Unmanned Aircraft with Vectored Thrust Control
13/111,414	5/19/2011	AFSC	System and Method for Reducing the Noise of Pusher Type Aircraft Propellers
13/159,539	6/14/2011	AFSC	Capacitance-Based System Health Monitoring System, Apparatus and Method for Layered Structure
13/311,295	12/5/2011	AFSC	System and Method for Improving Transition Lift-Fan Performance
13/397,569	2/15/2012	AFSC	System, Apparatus and Method For Long Endurance Vertical Takeoff and Landing Vehicle
13/413,696	3/7/2012	AFSC	Tethered Aerial System for Data Gathering
13/444,297	4/11/2012	AFSC	Rail Recovery System for Aircraft
29/418,353	4/16/2012	AFSC	Top Hook Aircraft
13/561,598	7/30/2012	AFSC	Apparatus and Method for an Aircraft Conductor Sandwich Assembly Embedded to an Aircraft Structure
13/620,249	9/14/2012	AFSC	Inflatable Folding Wings for a Very High Altitude Aircraft
PCT/US12/55729	9/17/2012	AFSC	Rail Recovery System for Aircraft
13/632,849	10/1/2012	AFSC	Hardware-Based Weight and Range Limitation System, Apparatus and Method
PCT/US12/58323	10/1/2012	AFSC	Hardware-Based Weight and Range Limitation System, Apparatus and Method
13/659,463	10/24/2012	AFSC	System and Methods for Automatically Landing Aircraft
PCT/US12/67783	12/4/2012	AFSC	System and Method for Improving Transition Lift-Fan Performance
13/715,325	12/14/2012	AFSC	Methods for Combining Components of Varying Stages of Cure
13/954,218	7/30/2013	AFSC	Modular Miniature Unmanned Aircraft with Vectored Thrust Control
13/954,278	7/30/2013	AFSC	Modular Miniature Unmanned Aircraft with Vectored Thrust Control
13/954,362	7/30/2013	AFSC	Modular Miniature Unmanned Aircraft with Vectored Thrust Control
PCT/US13/53271	8/1/2013	AFSC	Modular Miniature Unmanned Aircraft with Vectored Thrust Control
Title – Provisional Applications			
Patent Registration Number	Registration Date	Grantor/Owner	Description
61/851,866	3/14/2013	AFSC	Self Charging Aerial Vehicle for Continuous Operation
61/858,909	7/26/2013	AFSC	Integral Composite Busing System and Method

2. Grantors' trademarks:

Trademark Registration Number	Registration Date	Grantor/Owner	Mark Name
2911528	12/14/2004	AFSC	Golden Eye
3113667	7/11/2006	AFSC	Aurora Flight Sciences
3125657	8/8/2006	AFSC	Perseus
3208480	2/13/2007	AFSC	MarsFlyer
3264765	7/17/2007	AFSC	Orion HALL
2102783	10/7/2007	AFSC	Chiron
3684565	9/15/2009	AFSC	Excalibur
4041726	10/18/2011	AFSC	Skate

3. Grantors' copyrights:

None

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, by AURORA FLIGHT SCIENCES CORPORATION, a corporation organized under the laws of the State of Delaware ("Aurora") and AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC., a corporation organized under the laws of the State of Delaware ("AWV," and together with Aurora, collectively, the "Grantors"), each with an address at 9950 Wakeman Drive, Manassas, VA 20110, in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 1600 Market Street, Philadelphia, PA 19103, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

WITNESSETH

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of October 4, 2013 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property (excluding only Excluded Property), Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (excluding only Excluded Property):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

AURORA FLIGHT SCIENCES CORPORATION

By: _____
Name:
Title:

AURORA FLIGHT SCIENCES OF WEST VIRGINIA, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____