#### 10/24/2016 504062893

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4109559

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
A-T SOLUTIONS, INC.	10/20/2016
DYNCORP	10/20/2016

#### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
Street Address:	901 MAIN STREET, TX1-492-14-11	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75202-3714	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	8484066
Patent Number:	8812343
Patent Number:	9177279
Patent Number:	7259693
Application Number:	14930397

#### **CORRESPONDENCE DATA**

Fax Number: (800)914-4240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

MICHAEL VIOLET **Correspondent Name:** 

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: **SUITE 125** 

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/24/2016

**Total Attachments: 6** 

source=b30. PAE - First Lien Patent Security Agreement [Executed]#page1.tif
source=b30. PAE - First Lien Patent Security Agreement [Executed]#page2.tif
source=b30. PAE - First Lien Patent Security Agreement [Executed]#page3.tif
source=b30. PAE - First Lien Patent Security Agreement [Executed]#page4.tif
source=b30. PAE - First Lien Patent Security Agreement [Executed]#page5.tif
source=b30. PAE - First Lien Patent Security Agreement [Executed]#page6.tif

#### **First Lien Patent Security Agreement**

**First Lien Patent Security Agreement**, dated as of October 20, 2016, made by each of the undersigned grantors (individually, a "<u>Grantor</u>", and, collectively, the "<u>Grantors</u>"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Collateral Agent</u>").

#### WITNESSETH:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this First Lien Patent Security Agreement.

SECTION 5. <u>Counterparts</u>. This First Lien Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This First Lien Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this First Lien Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Patent Security

Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

A-T SOLUTIONS, INC., as a Grantor

By:

Name: Richard Kirk von Seelen

Title: Treasurer

DYNCORP, as a Grantor

By:

Name: Richard Kirk von Seelen

Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By:

Name: Title:

Erik M. Truette Vice President

[PAE – Signature Page to First Lien Patent Security Agreement]

## **SCHEDULE I**

# FIRST LIEN PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
A-T Solutions, Inc.	8484066	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE
A-T Solutions, Inc.	8812343	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE
A-T Solutions, Inc.	9177279 B2	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE
DynCorp.	7259693 B2	United States Patent for Air Vessel Tracking System and Method SURETRAK

Applications:

**RECORDED: 10/24/2016** 

OWNER	APPLICATION NUMBER	DESCRIPTION
A-T Solutions, Inc.	14/930397	SYSTEM AND METHOD FOR RISK DETECTION REPORTING AND INFRASTRUCTURE Amendment filed July 12, 2016