

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6306098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
APG AVIONICS, LLC	09/18/2020
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15937793
CORRESPONDENCE DATA	
Fax Number:	(212)698-3599
<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:	2126983500
Email:	patents@dechert.com
Correspondent Name:	NOAH SHIER
Address Line 1:	DECHERT LLP
Address Line 2:	1095 AVE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	PROJECT ARES/APG 171304
NAME OF SUBMITTER:	NOAH SHIER
SIGNATURE:	/Noah Shier/
DATE SIGNED:	09/18/2020
Total Attachments: 5	
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**NOTICE OF
GRANT OF SECURITY INTEREST IN
PATENTS**

Dated: September 18, 2020

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of January 3, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”) among the Grantor (as identified on the signature pages hereto), the other grantors party thereto and the Administrative Agent (as identified on the signature pages hereto) for the Secured Parties referenced therein, the undersigned Grantor has granted to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest in and continuing lien upon (i) any and all Patents and Patent Licenses, including without limitation the Patent application listed on Schedule I attached hereto; and (ii) 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 (items (i) – (ii), the “*Patent Collateral*”). For purposes of this Notice, (x) “*Patents*” means a) all letters patent and applications for letters patent of the United States, any other country or any political subdivision thereof, and all reissues, divisions, continuations, continuations-in-part, reexaminations and extensions thereof, and (b) all rights corresponding to any thereof, including the right to obtain any reissues, divisions, continuation, continuations-in-part, reexaminations or extensions of the foregoing and the right to sue for past, present or future infringements of any of the foregoing and (y) “*Patent License*” means any agreement, whether written or oral, providing for the grant by or to any Grantor or any of its Subsidiaries of any right to manufacture, use or sell any invention or discovery covered in whole or in part by a Patent.

The Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the Patent Collateral (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of Patent Collateral. The Grantor hereby authorizes the Administrative Agent or any of its authorized representatives to file this Notice with the United States Patent and Trademark Office or any other applicable governmental office. The Grantor hereby further authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Notice.

This Notice of Grant of Security Interest in Patents (this “*Notice*”) may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Notice by fax transmission or other electronic mail

transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Notice.

The rules of interpretation contained in Section 18 of the Agreement shall be applicable to this Notice and are hereby incorporated by reference, *mutatis mutandis*.

THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

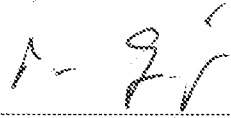
GRANTOR:

APG Avionics, LLC
4348 Woodlands Boulevard
Castle Rock, Colorado 80104

Jurisdiction of Organization: Delaware

Very truly yours,

APG AVIONICS, LLC

By: 
Name: Renato Giger
Title: Chief Financial Officer, Treasurer
and Secretary

ADMINISTRATIVE AGENT:

Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, New York 10167

Acknowledged and accepted:

ARES CAPITAL CORPORATION, as Administrative
Agent

By: DS
Name: David Schwartz
Title: Authorized Signatory

SCHEDULE 1

PATENT APPLICATION

Country	Title	Application Date	Application No.	Status	Loan Party/Next Action
United States	SYSTEMS AND METHODS FOR AUGMENTED REALITY AVIATION INTERFACES	March 27, 2018	15/937,793	Application	APG Avionics, LLC