

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT7778959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CUBIC CORPORATION	02/03/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BARCLAYS BANK PLC
<b>Street Address:</b>	745 SEVENTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11538250
Patent Number:	11462069
Application Number:	17142955
Application Number:	17239014
Application Number:	17241644
Application Number:	17246226
Application Number:	17711835
Application Number:	17889620
Application Number:	63386872
Application Number:	63397741
Application Number:	63397745
Application Number:	63397748
Application Number:	63428693
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)735-2000
<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>	2127352811
<b>Email:</b>	mrribando@skadden.com

<b>Correspondent Name:</b>	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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<b>Address Line 2:</b>	MONIQUE L. RIBANDO
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10001-8602

<b>ATTORNEY DOCKET NUMBER:</b>	245490/1
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<b>NAME OF SUBMITTER:</b>	KENDALL ICKES
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<b>SIGNATURE:</b>	/Kendall Ickes/
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<b>DATE SIGNED:</b>	02/03/2023
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**Total Attachments: 4**

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## **FIRST LIEN PATENT SECURITY AGREEMENT**

This First Lien Patent Security Agreement, dated as of February 3, 2023 (this “**Patent Security Agreement**”), by CUBIC CORPORATION, a Delaware corporation (the “**Grantor**”), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

### **W I T N E S S E T H:**

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of May 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Atlas CC Holding LLC, a Delaware limited liability company (“**Holdings**”), Atlas CC Acquisition Corp., a Delaware corporation (“**Atlas**”), CUBIC DEFENSE APPLICATIONS, INC., a California corporation (“**CDAI**”), the other Grantors party thereto and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. 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. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of the Grantor:

(a) Patents of the Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

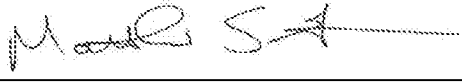
SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This 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 Patent Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, each party has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CUBIC CORPORATION**, as Grantor

By: 

Name: Matthew S. Luxton

Title: SVP and General Counsel

**BARCLAYS BANK PLC, as**  
Administrative Agent

By: 

Name: Craig J. Malloy  
Title: Director

*[Signature Page to Patent Security Agreement]*

**Schedule I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENTS AND PATENT APPLICATIONS**

**Patents:**

OWNER	PATENT NUMBER	TITLE
Cubic Corporation	11538250	SELF-LEARNING GATE PADDLES FOR SAFE OPERATION
Cubic Corporation	11462069	TRACKING TRANSPORTATION FOR HANDS-FREE GATE

**Patent Applications:**

OWNER	NUMBER	TITLE
Cubic Corporation	17142955	CHIRP SIGNAL FILTERING FOR DIGITAL GATEWAY
Cubic Corporation	17239014	TACTICAL SUPPORT STRUCTURE FOR TRACKING SPHERICAL SATELLITE ANTENNA
Cubic Corporation	17241644	ADAPTIVE GATELINE MOTOR CONTROL
Cubic Corporation	17246226	MOBILITY AS A SERVICE INTERFACE
Cubic Corporation	17711835	MOBILITY AS A SERVICE (MAAS) PLATFORM
Cubic Corporation	17889620	GATE ACCESS PANEL DOUBLE HINGE
Cubic Corporation	63386872	SIMULATED TELESCOPIC MORTAR BOMB (STMB)
Cubic Corporation	63397741	FARE MEDIA ENCODING ESCROW
Cubic Corporation	63397745	QUICK ACCESS SACRIFICIAL GLASS RETAINER
Cubic Corporation	63397748	COIN CAGE SECURING MECHANISM
Cubic Corporation	63428693	SYNCHRONIZED SENSOR FUSION PIPELINE

[Schedule I]