

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI311094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
UFA, Inc.	06/20/2024
RECEIVING PARTY DATA	
Company Name:	Western Alliance Bank
Street Address:	One East Washington Street, Suite 1400
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5200901
Patent Number:	4979137
Patent Number:	4949267
Patent Number:	4827418
CORRESPONDENCE DATA	
Fax Number:	6504283901
<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:	6504283900
Email:	jcmimiyotti@gcalaw.com,jnguyen@gcalaw.com
Correspondent Name:	Mr. Jason Cimmiyotti
Address Line 1:	2570 W. El Camino Real
Address Line 2:	Suite 400
Address Line 4:	Mountain View, CALIFORNIA 94040
NAME OF SUBMITTER:	James Nguyen
SIGNATURE:	James Nguyen
DATE SIGNED:	06/20/2024
Total Attachments: 5	
source=WAL_UFA_Intellectual Property Security Agreement_executed_6-20-24#page1.tif	
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PATENT

REEL: 067783 FRAME: 0661

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 20, 2024 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and UFA, INC., a Massachusetts corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of May 20, 2024 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

UFA, INC.

By:

DocuSigned by:
Michael Jakobowski
7A56A1C3A8B28490...

Name: Michael Jakobowski

Title: Chief Financial Officer

Address for Notices:

Attn: Chief Executive Officer
20410 Observation Drive, Suite #200
Germantown, MD 20876
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:

DocuSigned by:
Ben Schwartz
6C0618C7A58F5444...

Name: Ben Schwartz

Title: Vice President

Address for Notices:

Attn: Legal Department
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: legaldepartment@westernalliancebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ☐

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>
Computer File	[ATCoach, version 3.1]		TX0002687125	10-25-1989	
Computer File	[ATPilot]		TX0002621598	26-26-1989	
Computer File	Canadian ATCoach.		TXu000371280	11-21-1988	
Computer File	Logan ATCoach.		TXu000371281	12-12-1988	

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ATCOACH	73800820	1578764		05-17-1989
ATRADIO	85674325	4295602		07-11-2012
UFA	77403060	3508003		02-21-2008
UFA	77403085	3508004		02-21-2008
ATTOWER	76316755	2582161		09-24-2001
ATVIEW	78622726	3144717		05-04-2005
ATVOICE	75196651	2112283		11-12-1996

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Direct entry air traffic control system for accident analysis and training	5200901	628436	Issued	04-06-1993
Air traffic control training system	4979137	176639	Issued	12-18-1990
Site-selectable air traffic control system	4949267	233037	Issued	08-14-1990
Expert system for air traffic control and controller training	4827418	931867	Issued	05-02-1989