

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI338287

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ASCENT AEROSYSTEMS INC.	07/02/2024
RECEIVING PARTY DATA	
Company Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC, as administrative agent
Street Address:	1450 Brickell Avenue
Internal Address:	31st Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14936822
Application Number:	16151637
Application Number:	17709883
CORRESPONDENCE DATA	
Fax Number:	
<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:	6175269884
Email:	mchristopher@proskauer.com
Correspondent Name:	Geoffrey Kazlow
Address Line 1:	Proskauer Rose LLP
Address Line 2:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110-2600
ATTORNEY DOCKET NUMBER:	66478.275
NAME OF SUBMITTER:	Miyuki Christopher
SIGNATURE:	Miyuki Christopher
DATE SIGNED:	07/02/2024
Total Attachments: 15	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 2, 2024, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by ASCENT AEROSYSTEMS INC., a Delaware corporation (the “Grantor”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to RH BUYER, INC., a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among RH PARENT, LLC, a Delaware limited liability company, the Borrower, the Lenders from time to time party thereto, and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.10 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby pledges and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

A. all Trademark registrations and applications for Trademark registration and all licenses thereof in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;

B. all issued Patents and pending Patent applications and all licenses thereof in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyright registrations and pending applications for Copyright registration and licenses thereof in the United States Copyright Office listed on Schedule III;

D. the right to sue at law or in equity third parties for past, present and future infringements, impairments or dilutions of any IP Collateral; and

E. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. ***Future IP Collateral.*** The Grantor hereby authorizes Agent to modify this Agreement by amending Schedule I, Schedule II or Schedule III to include any future IP Collateral and the Grantor agrees to execute any agreements, documents or instruments reasonably requested by Agent to effectuate such amendment, including in form and substance similar to the form attached hereto as Exhibit A.

SECTION 4. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. ***Governing Law.*** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 6. ***Termination or Release.*** (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the relevant Grantor hereunder shall be automatically released and the relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.21 of the Credit Agreement.


(b) In connection with any termination or release pursuant to paragraph (a) above, at the request of the Grantor, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 6 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 6 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 6.

SECTION 7. *Counterparts*. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASCENT AEROSYSTEMS INC.,
as a Grantor

By: 

Name: David Stinnett
Title: Director

ACCEPTED AND AGREED
as of the date first above written:


WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Agent

By:

A handwritten signature in black ink, appearing to read 'RS', is written over a horizontal line.

Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
REGISTRATION**

Mark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
	97604263	September 23, 2022	7363203	Apr. 23, 2024	Ascent AeroSystems Inc.

(Schedule I to IP Security Agreement)

SCHEDULE II**U.S. PATENTS AND PATENT APPLICATIONS**

Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner
Unmanned Flying Device	14/936822	November 10, 2015	10093417	October 9, 2018	Ascent AeroSystems Inc.
Unmanned Flying Device	16/151637	October 4, 2018	11292595	April 5, 2022	Ascent AeroSystems Inc.
Unmanned Flying Device	17/709,883	March 31, 2022	Pending	Pending	Ascent AeroSystems LLC

(Schedule II to IP Security Agreement)

PATENT
REEL: 067897 FRAME: 0270

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT
REGISTRATION

Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
None.					

(Schedule III to IP Security Agreement)

PATENT
REEL: 067897 FRAME: 0271

EXHIBIT A

[FORM OF] INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is

entered into as of [●] [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement Supplement”), by [●] ([each, a][the] “**Grantor**”) in favor of CADENCE BANK, as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

Reference is made to that certain Pledge and Security Agreement, dated as of October 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (for this purpose only, as defined therein) party thereto and the Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to RH BUYER, INC., a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among RH PARENT, LLC, a Delaware limited liability company, the Borrower, the Lenders from time to time party thereto, and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.10 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the [Grantor][Grantors] and the Agent have entered into that certain Intellectual Property Security Agreement, dated as of [●] [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute and deliver this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of [such][the] Grantor (collectively, the “Additional IP Collateral”; provided, however, that notwithstanding anything to the contrary in this IP Security Agreement Supplement, the Additional IP Collateral shall not include any Excluded Asset):

all Trademark registrations and applications for Trademark registration and all licenses thereof in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;

(Exhibit A to IP Security Agreement Supplement)

**PATENT
REEL: 067897 FRAME: 0272**

all issued Patents and pending Patent applications and all licenses thereof in the United States Patent and Trademark Office listed on Schedule II hereto;

all Copyright registrations and pending applications for Copyright registration and licenses thereof in the United States Copyright Office listed on Schedule III;

the right to sue at law or in equity third parties for past, present and future infringements, impairments or dilutions of any IP Collateral; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This IP Security Agreement Supplement and any claim, controversy or dispute arising under or related to this IP Security Agreement Supplement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard to conflict of laws principles that would result in the application of any law other than the law of the State of Texas.

SECTION 5. *Termination or Release.* (a) This IP Security Agreement Supplement shall continue in effect until the Termination Date, and the Liens granted by **[each] [the]** relevant Grantor hereunder shall be automatically released and **[each] [the]** relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.21 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, at the request of **[such][the]** Grantor, the Agent shall promptly execute (if applicable) and deliver to **[such][the]** Grantor, at **[such][the]** Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section

5 shall be without recourse to or warranty by the Agent (other than as to the Agent's authority to execute and deliver such documents). The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts*. This IP Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this IP Security Agreement Supplement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

[●], as a Grantor

By: _____

Name: [●]

Title: [●]

ACCEPTED AND AGREED

as of the date first above written:

CADENCE BANK,
as Agent

By: _____

Name:

Title:

(Exhibit A to IP Security Agreement Supplement)

PATENT
REEL: 067897 FRAME: 0275

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner

(Schedule I to IP Security Agreement Supplement)

PATENT
REEL: 067897 FRAME: 0276

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner

(Schedule II to IP Security Agreement Supplement)

PATENT
REEL: 067897 FRAME: 0277

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR
COPYRIGHT REGISTRATION

Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner

(Schedule III to IP Security Agreement Supplement)