

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445522

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lumenier Acquisition Corp.		09/29/2017	Corporation: DELAWARE
Lumenier Holdco LLC		09/29/2017	Limited Liability Company: DELAWARE
GetFPV LLC		09/29/2017	Limited Liability Company: DELAWARE
Lumenier LLC		09/29/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TCF National Bank
<b>Street Address:</b>	71 S. Wacker Drive
<b>Internal Address:</b>	Suite 2110
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	5121334	BULLNOSE PROPELLER
<b>Registration Number:</b>	4600657	CLEAN/DIRTY SEPARATION AIRFRAME
<b>Registration Number:</b>	4641287	GETFPV
<b>Registration Number:</b>	4509894	LUMENIER
<b>Registration Number:</b>	5235659	LUMENIER
<b>Registration Number:</b>	5235660	LUX
<b>Registration Number:</b>	4641017	QAV250
<b>Registration Number:</b>	5294377	QAV
<b>Serial Number:</b>	87206868	BUTTER CUTTER
<b>Serial Number:</b>	87368317	POPO

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** rfloren@schiffhardin.com  
**Correspondent Name:** Rebecca Floren  
**Address Line 1:** 233 S. Wacker Dr.  
**Address Line 2:** Suite 7100  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Rebecca Floren
<b>SIGNATURE:</b>	/s/ Rebecca Floren
<b>DATE SIGNED:</b>	10/02/2017

**Total Attachments: 13**

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## PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 29, 2017 by Lumenier Acquisition Corp., a Delaware corporation ("Holdings"), Lumenier Holdco LLC, a Delaware limited liability company ("Borrower"), GetFPV LLC, a Delaware limited liability company ("GetFPV"), Lumenier LLC, a Delaware limited liability company ("Lumenier"; Holdings, Borrower, GetFPV and Lumenier are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

### WITNESSETH:

**WHEREAS**, Obligors and Lender have entered into that certain Credit Agreement dated as of September 29, 2017 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

**WHEREAS**, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

**1. Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

**2. Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities, each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising (in each case, other than Excluded Property (as defined in the Security Agreement)):

(i) all United States patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those United States patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights therein and thereto (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor

now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all United States copyrights, copyright registrations and copyright applications including, without limitation, the United States federal copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights therein and thereto (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) [reserved];

(iv) all United States service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the United States federal trademark and service mark registrations and registration applications listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights therein and thereto (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”); and

(v) the goodwill of such Obligor’s business connected with and symbolized by the Marks.

**3. Restrictions on Future Agreements.** Each Obligor agrees and covenants that until the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case of this clause (ii), have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Lender) shall have been satisfied in full and the Credit Agreement shall have been terminated (other than terms and provisions thereof that expressly survive the termination thereof), such Obligor will not, without Lender’s prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is materially inconsistent with such Obligor’s obligations under this Agreement and would reasonably be expected to result in a Material Adverse Effect, and each Obligor further agrees and covenants that, subject to such Obligor’s reasonable business judgment, without Lender’s prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which, in each case, would affect the validity or enforcement or nature of the

rights transferred to Lender under this Agreement and would reasonably be expected to result in a Material Adverse Effect.

**4. Certain Covenants of each Obligor.** Each Obligor covenants, in each case other than as would not reasonably be expected to result in a Material Adverse Effect, that such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

**5. New Patents, Marks and Copyrights.** If, before the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case of this clause (ii), have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Lender) shall have been satisfied in full and the Credit Agreement shall have been terminated (other than terms and provisions thereof that expressly survive the termination thereof), any Obligor shall obtain ownership of any United States federal patents, patent applications, copyright registrations, copyright applications, trademark or service mark registrations or trademark applications, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor agrees to enter into any modification to this Agreement that is reasonably requested in writing by Lender to note any future acquired Patents, Marks, Copyrights on Schedule A, B or C, as applicable; provided, however, that the failure of Lender to make any such request shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

**6. Royalties; Terms.** Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks and Copyrights as described above shall be worldwide and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks and Copyrights subject to the grant of a security interest hereunder, or (ii) satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case of this clause (ii), have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Lender) and termination of the Credit Agreement.

**7. [Reserved].**

**8. Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case of this clause (ii), have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Lender) and termination of the Credit Agreement (other than terms and provisions thereof that expressly survive the termination thereof), subject to any prior disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements in connection with an exercise of remedies after the occurrence and during the continuance of a Default, the security interest and Liens granted hereunder shall immediately and automatically be

terminated, extinguished and of no further force and effect. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other agreements, instruments and documents as may be necessary or proper to evidence the termination of Lender's security interest and Lien granted to Lender pursuant to this Agreement, subject to any prior disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements in connection with an exercise of remedies after the occurrence and during the continuance of a Default. Any such termination statements, agreements, instruments and documents shall be without recourse upon or warranty by Lender.

**9. Duties of the Obligors.** Except to the extent the same would not reasonably be expected to result in a Material Adverse Effect, and subject to the exercise of its reasonable business judgment, each Obligor shall have the duty to use commercially reasonable efforts (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter and (ii) to make application on unpatented but patentable inventions with the United States Patent and Trademark Office and on registerable but unregistered trademarks and service marks with the United States Patent and Trademark Office and copyrights with the United States Copyright Office, in each case of the foregoing, that are material to the business of such Obligor, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors.

**10. Lender's Right to Sue.** From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks and the Copyrights, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable and documented out-of-pocket costs and expenses actually incurred by Lender in the reasonable exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

**14. Further Assurances.** Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the reasonable written request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office), as Lender may reasonably request, to evidence Lender's security interest that is granted hereunder in the Patents, Marks and Copyrights and the goodwill associated therewith and enforce Lender's rights under this Agreement.

**15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Lender's rights and remedies with respect to the Patents, Marks and Copyrights, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, in each case to the fullest extent permitted by applicable law, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks and Copyrights, (ii) take any other actions with respect to the Patents, Marks and Copyrights as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks and Copyrights to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with the immediately preceding sentence. This power of attorney shall be irrevocable until the Liabilities (other than (i) Unasserted Contingent Indemnification Claims and unasserted reimbursement expense obligations, and (ii) Banking Services Liabilities and letters of credit issued by Lender that, in each case of this clause (ii), have been cash collateralized in amounts, and pursuant to agreements, reasonably satisfactory to Lender) shall have been satisfied in full and the Credit Agreement shall have been terminated (other than terms and provisions thereof that expressly survive the termination thereof). Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks or Copyrights may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein. With respect to any conflict between this Agreement, on the one hand, and the Credit Agreement and the Security Agreement, on the other hand, the terms of the Credit Agreement and the Security Agreement, as applicable, shall govern and control.

**16. Binding Effect; Benefits.** This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of, and be binding on, Lender and its respective successors and permitted assigns.

**17. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

**18. Counterparts.** This Agreement may be executed and accepted in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures were on the same instrument. The delivery of a copy of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means (including by email) shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

**LUMENIER ACQUISITION CORP.**

By: Phillip D. Bronsteatter  
Name: Phillip D. Bronsteatter  
Title: Vice President and Secretary

**LUMENIER HOLDCO LLC**

By: \_\_\_\_\_  
Name: Tim Nilson  
Title: President

**GETFPV LLC**

By: \_\_\_\_\_  
Name: Tim Nilson  
Title: President

**LUMENIER LLC**

By: \_\_\_\_\_  
Name: Tim Nilson  
Title: President

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**

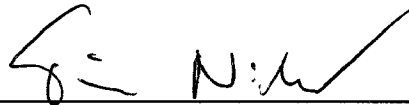
By: \_\_\_\_\_  
Name: KC Beuker  
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

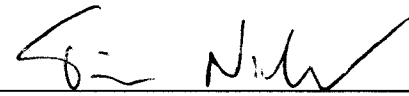
**LUMENIER ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Phillip D. Bronsteatter  
Title: Vice President and Secretary

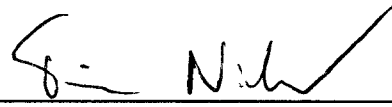
**LUMENIER HOLDCO LLC**

By:  \_\_\_\_\_  
Name: Tim Nilson  
Title: President

**GETFPV LLC**

By:  \_\_\_\_\_  
Name: Tim Nilson  
Title: President

**LUMENIER LLC**

By:  \_\_\_\_\_  
Name: Tim Nilson  
Title: President

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**

By: \_\_\_\_\_  
Name: KC Beuker  
Title: Senior Vice President

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**LUMENIER ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LUMENIER HOLDCO LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GETFPV LLC**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LUMENIER LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**

By:  \_\_\_\_\_  
Name: KC Beuker  
Title: Senior Vice President

Schedule A

Patents and Patent Applications

Utility Patent Applications:

<b>Title</b>	<b>Company Entity</b>	<b>Application Number</b>	<b>Jurisdiction</b>	<b>Date Filed/Status</b>
Frame For Rotary Wing Aircraft: Curved Frame Member	Lumenier Holdco LLC	14/822,598	US	Awaiting Examination in USPO
Accessory Mounting For Rotary Wing Aircraft: Quick Camera Mount Balance Counterweight	Lumenier Holdco LLC	14/822,480	US	Awaiting Examination in USPO
Adapter for Rotary Wing Aircraft: Angled Motor Mount	Lumenier Holdco LLC	14/954,802	US	Awaiting Examination in USPO
Foldable Arm Mechanism For Rotary Wing Aircraft: Folding Arms	Lumenier Holdco LLC	15/473,817	US	Awaiting Examination in USPO
Quick Disconnect Coupling For A Propeller: Quick Change Propeller	Lumenier Holdco LLC	15/610,589	US	Awaiting Examination in USPO
Quick Disconnect Coupling For A Propeller: Quick Change Propeller	Lumenier Holdco LLC	PCT/US17 /35,329	US	Foreign filing License granted
Quick Disconnect Motor Art for Rotary Wing Aircraft	Lumenier Holdco LLC	15/679,231	US	Awaiting Examination in USPO

Provisional Patent Applications:

<b>Title</b>	<b>Company Entity</b>	<b>Application Number</b>	<b>Jurisdiction</b>	<b>Date Filed/Status</b>
Frame For Rotary Wing Aircraft: Curved Frame Member	Lumenier Holdco LLC	14/822,598	US	Awaiting Examination in USPO
Accessory Mounting For Rotary Wing Aircraft: Quick Camera Mount Balance Counterweight	Lumenier Holdco LLC	14/822,480	US	Awaiting Examination in USPO
Adapter for Rotary Wing Aircraft: Angled Motor Mount	Lumenier Holdco LLC	14/954,802	US	Awaiting Examination in USPO
Foldable Arm Mechanism For Rotary Wing Aircraft: Folding Arms	Lumenier Holdco LLC	15/473,817	US	Awaiting Examination in USPO
Quick Disconnect Coupling For A Propeller: Quick Change Propeller	Lumenier Holdco LLC	15/610,589	US	Awaiting Examination in USPO
Quick Disconnect Coupling For A Propeller: Quick Change Propeller	Lumenier Holdco LLC	PCT/US17 /35,329	US	Foreign filing License granted
Quick Disconnect Motor Art for Rotary Wing Aircraft	Lumenier Holdco LLC	15/679,231	US	Awaiting Examination in USPO

Schedule B  
Copyrights

None.

Schedule C  
Trademarks, Service Marks

<b>Word Mark</b>	<b>Company Entity</b>	<b>Registration No.</b>	<b>Jurisdiction</b>	<b>Date Issued</b>
BULLNOSE PROPELLER	Lumenier Holdco LLC	5121334	US	January 10, 2017
CLEAN/DIRTY SEPARATION AIRFRAME	Lumenier Holdco LLC	4600657	US	September 9, 2014
GETFPV	Lumenier Holdco LLC	4641287	US	November 18, 2014
LUMENIER	Lumenier Holdco LLC	4509894	US	April 8, 2014
LUMENIER	Lumenier Holdco LLC	5235659	US	July 4, 2017
LUX	Lumenier Holdco LLC	5235660	US	July 4, 2017
QAV250	Lumenier Holdco LLC	4641017	US	November 18, 2014
QAV	Lumenier Holdco LLC	5294377	US	September 26, 2017

<b>Word Mark</b>	<b>Company Entity</b>	<b>Serial No.</b>	<b>Jurisdiction</b>	<b>Date Filed</b>
BUTTER CUTTER	Lumenier Holdco LLC	87206868	US	October 18, 2016
POPO	Lumenier Holdco LLC	87368317	US	March 13, 2017