

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477004

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAG DS Corp.		06/06/2018	Corporation: DELAWARE
Avenge, Incorporated		06/06/2018	Corporation: VIRGINIA
UAV Communications, Inc.		06/06/2018	Corporation: VIRGINIA

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Administrative Agent and Collateral Agent
Street Address:	28 State Street, 15th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5450848	SMCT
Registration Number:	5450849	SMCT
Registration Number:	3875877	BOSH GLOBAL SERVICES
Registration Number:	4035381	PARA-ROBOTICS
Serial Number:	87348421	MAG AEROSPACE
Serial Number:	87348527	MAG MAG AEROSPACE
Serial Number:	87348550	MAG
Serial Number:	87348491	MAG MAG AEROSPACE
Serial Number:	87348584	MAG

CORRESPONDENCE DATA

Fax Number: 2134522329

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

TRADEMARK

ATTORNEY DOCKET NUMBER:	1550208-0002-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	06/06/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each of (i) MAG DS Corp. (“**MAG**”), a Delaware corporation with principal offices at 13580 Groupe Dr., Suite 200, Woodbridge, VA 22192, (ii) Avenge, Incorporated (“**Avenge**”), a Virginia corporation with principal offices at 22455 Davis Drive, Suite 100, Sterling, VA 20164 and (iii) UAV Communications, Inc., a Virginia corporation with principal offices at One Bayport Way, Suite 250, Newport News, VA 23606 (“**UAV**” and together with MAG and Avenge, the “**Grantors**” and individually each a “**Grantor**”), in favor of Citizens Bank, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantors are party to that certain Security Agreement, dated as of June 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto and the Administrative Agent pursuant to which Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of each such Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each such Grantor or in which each such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantors, and at Grantors' sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

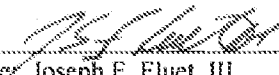
THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts

This Trademark Security 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.

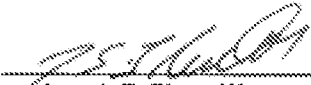
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MAG DS CORP., as Borrower (from and after
the Merger on the Closing Date) and a Grantor

By: 
Name: Joseph E. Fluet, III
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

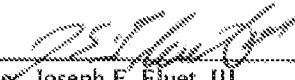
UAV COMMUNICATIONS, INC.,
as a Grantor

By: 
Name: Joseph E. Fluet, III
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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AVENGE INCORPORATED,
as a Grantor

By: 
Name: Joseph E. Fiset, III
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

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ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK, N.A.,
as Administrative Agent and Collateral Agent

By:  _____
Name: Ryan Goodband
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
MAG DS Corp.	MAG AEROSPACE	87/348,421	February 24, 2017
MAG DS Corp.	(logo) MAG AEROSPACE	87/348,527	February 24, 2017
MAG DS Corp.	(logo) MAG	87/348,550	February 24, 2017
MAG DS Corp.	(logo) MAG AEROSPACE	87/348,491	February 24, 2017
MAG DS Corp.	(logo) MAG	87/348,584	February 24, 2017

Grantor	Mark	Registration No.	Registration Date
Avenge Incorporated	SMCT	5,450,848	April 24, 2018
Avenge Incorporated	(logo) SMCT	5,450,849	April 24, 2018

Grantor	Mark	Registration No.	Registration Date
UAV Communications, Inc.	BOSH GLOBAL SERVICES	3,875,877	November 16, 2010
UAV Communications, Inc.	PARA-ROBOTICS	4,035,381	October 4, 2011