

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAAC Incorporated		10/22/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5017065	FACETT	
Registration Number:	4659041	MILO RANGE	
Registration Number:	4264479	OVERTILT	
Registration Number:	3334446	SIMCREATOR	
Registration Number:	3715670	SIMFORCE	
Registration Number:	3305872	SIMLIGHTS	
Registration Number:	3070683	SIMOBSERVER	
Registration Number:	3778621	SIMPRODUCER	
Registration Number:	4914292	SIMREVIEW	
Registration Number:	3722809	SIMSURFACE	
Registration Number:	3390130	SIMVISTA	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

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TRADEMARK

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	96939-30270
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/23/2020
Total Attachments: 5 source=Arotech_ Trademark Security Agreement (FAAC Incorporated) (Executed) 262451035_1#page1.tif source=Arotech_ Trademark Security Agreement (FAAC Incorporated) (Executed) 262451035_1#page2.tif source=Arotech_ Trademark Security Agreement (FAAC Incorporated) (Executed) 262451035_1#page3.tif source=Arotech_ Trademark Security Agreement (FAAC Incorporated) (Executed) 262451035_1#page4.tif source=Arotech_ Trademark Security Agreement (FAAC Incorporated) (Executed) 262451035_1#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2020 (this “Trademark Security Agreement”), made by FAAC Incorporated, a Michigan corporation (the “Grantor”), in favor of Churchill Agency Services LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of October 22, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Arotech Corporation, a Delaware corporation (the “Borrower”), Arotech Intermediate, Inc., a Delaware corporation (“Holdings”), each Lender from time to time party thereto, Churchill Agency Services LLC, as Administrative Agent and Collateral Agent and the other parties thereto from time to time, (ii) each Guaranty, (iii) each Secured Hedge Agreement and (iv) each Secured Cash Management Agreement.

WHEREAS, the Grantor is party to a Security Agreement, dated as of October 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement or other impairment of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

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 Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral 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. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of

an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAAC INCORPORATED,

as Grantor

By:  _____

Name: Stephen Littauer

Title: Treasurer

Accepted and Agreed:

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent

By: 
Name: Mathew Linett
Title: Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
FACETT	Registered	86849478	5017065	December 15, 2015	August 9, 2016	FAAC INCORPORATED
MILO RANGE	Registered	86268555	4659041	May 1, 2014	December 23, 2014	FAAC INCORPORATED
OVERTILT	Registered	85623323	4264479	May 11, 2012	December 25, 2012	FAAC INCORPORATED
SIMCREATOR	Registered	78567292	3334446	February 15, 2005	November 13, 2007	FAAC INCORPORATED
SIMFORCE	Registered	77073087	3715670	December 29, 2006	November 24, 2009	FAAC INCORPORATED
SIMLIGHTS	Registered	77073082	3305872	December 29, 2006	October 9, 2007	FAAC INCORPORATED
SIMOBSERVER	Registered	78567586	3070683	February 15, 2005	March 21, 2006	FAAC INCORPORATED
SIMPRODUCER	Registered	77363522	3778621	January 3, 2008	April 20, 2010	FAAC INCORPORATED
SIMREVIEW	Registered	86170497	4914292	January 21, 2014	March 8, 2016	FAAC INCORPORATED
SIMSURFACE	Registered	77149106	3722809	April 5, 2007	December 8, 2009	FAAC INCORPORATED
SIMVISTA	Registered	78906538	3390130	June 13, 2006	February 26, 2008	FAAC INCORPORATED