

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAES Colorado Springs LLC		01/09/2023	Limited Liability Company: DELAWARE
Cobham Advanced Electronic Solutions Inc.		01/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor 12, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6103176	LEANREL	
Registration Number:	3026785	AEROFLEX	
Registration Number:	4294370	AEROFLEX	
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		
DATE SIGNED:	01/09/2023		

OP \$90.00 6103176

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 9, 2023, by CAES Colorado Springs LLC and Cobham Advanced Electronic Solutions Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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 in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, “Trademark Collateral”):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto;
and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Pledgors 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. 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. Termination. Upon the payment in full of the Secured Obligations (other than (i) contingent indemnification obligations for which no claim has been asserted and (ii) Secured Obligations under Hedging Agreements and Treasury Services Agreements) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors (at the sole expense of the Pledgors) 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.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

CAES COLORADO SPRINGS LLC

By: 
Name: Mike Elias
Title: President and Chief Executive Officer

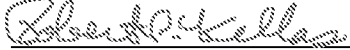
COBHAM ADVANCED ELECTRONIC SOLUTIONS INC.

By: 
Name: Mike Elias
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Agreed to and Accepted:

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: 
Name: Robert P. Kellas
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name	Status
1.	LEANREL	United States	88390002	4/17/2019	6103176	7/14/2020	CAES Colorado Springs LLC	Registered
2.	AEROFLEX	United States	78383009	3/12/2004	3026785	12/13/2005	Cobham Advanced Electronic Solutions Inc.	Registered
3.	AEROFLEX & Design	United States	85473212	11/15/2011	4294370	2/26/2013	Cobham Advanced Electronic Solutions Inc.	Registered

Trademark Applications:

None.