OP \$715.00 9737150

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM831362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EOTECH, LLC		07/21/2023	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION, As Administrative Agent
Street Address:	127 Public Square
Internal Address:	Attention: Commercial Banking
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	97371501	EFLX
Serial Number:	97374279	HHS
Serial Number:	97621533	E
Serial Number:	97621539	EOTECH
Serial Number:	97650493	OGL
Serial Number:	90782073	DCR
Serial Number:	97074884	2A UNDERGROUND
Registration Number:	2870613	NIGHTVISTA
Registration Number:	2878695	HWS
Registration Number:	4449028	XBOW
Serial Number:	90781992	CQS
Serial Number:	97039999	CARPE NOCTEM
Registration Number:	4694407	G33
Registration Number:	1884658	BEAMHIT
Registration Number:	2006681	HOLO SIGHT
Registration Number:	5148731	
Registration Number:	5148734	
Registration Number:	2070175	EOTECH

TRADEMARK

REEL: 008164 FRAME: 0933

900792750

Number Word Mark	Number	Property Type
1058 VUDU	5224058	Registration Number:
3943 E	5223943	Registration Number:
1603 MICROVISTA	3291603	Registration Number:
2229	6782229	Registration Number:
1743 HHS	6824743	Registration Number:
7514 LIVAR	2387514	Registration Number:
328	3906328	Registration Number:
6072 EBAPS	2696072	Registration Number:
ZOMBIE STOPPER	4354014	Registration Number:
1596 ISIE	4444596	Registration Number:
4014 ZOMBIE STOPPER	4354014	Registration Number:

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 2165668243

Email: mae.smith@thompsonhine.com

Correspondent Name: Mae Smith, Paralegal

Address Line 1: 127 Public Square, 3900 Key Center

Address Line 2: Thompson Hine LLP
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Mae Smith
SIGNATURE:	/Mae Smith/
DATE SIGNED:	08/11/2023

Total Attachments: 30

source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page1.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page2.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page3.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page4.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page5.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page6.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page7.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page8.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page9.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page10.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page11.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page12.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page13.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page14.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page15.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page16.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page17.tif

source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page18.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page20.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page21.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page21.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page23.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page24.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page25.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page26.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page27.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page27.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page28.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page28.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page29.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page29.tif source=EOTECH - Intellectual Property Security Agreement (EOTech, LLC) (Executed)#page29.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of July 21, 2023 by EOTECH, LLC, a Michigan limited liability company (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Project Echo Holdings, LLC, a Michigan limited liability company (the "Borrower") is entering into that certain Credit and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender") and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). The Pledgor desires that the Lenders grant to the Borrower the financial accommodations as described in the Credit Agreement.

The Pledgor, a subsidiary of the Borrower whose financing is provided by the Loans and Letters of Credit, deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. <u>Definitions</u>. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of the Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and

copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 7.1 hereof.

"Obligations" means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Borrower to the Administrative Agent, the Swing Line Lender, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents (including any Erroneous Payment Subrogation Rights), and includes the principal of and interest on all Loans, and all obligations of the Borrower or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

"Secured Obligations" means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an Affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an Affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

"USCO" means the United States Copyright Office in Washington, D.C.

"USPTO" means the United States Patent and Trademark Office in Alexandria, Virginia.

3. <u>Grant of Security Interest</u>. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the

Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor's future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

- 4. <u>Representations and Warranties</u>. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:
- 4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.
 - 4.2. The Collateral is valid and enforceable.
- 4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.
- 4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.
- 4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.
- 4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.
- 5. <u>Further Assignment Prohibited</u>. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and, except as expressly permitted by the Credit Agreement, shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.
- 6. <u>Standard Patent and Trademark Use</u>. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287, except to the extent that it could not reasonably be expected to materially affect the value of the Collateral. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.
 - 7. <u>Events of Default and Remedies</u>.

- 7.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.
- 7.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.
- 7.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.
- If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem

advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, the Administrative Agent shall at all times have the right to obtain new appraisals of the Pledgor or the Collateral, the cost of which shall be paid by the Pledgor.

- 8. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.
- 9. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to (i) prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, (ii) file and prosecute opposition and cancellation proceedings and (iii) do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.
- 10. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 10, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.
- 11. <u>Power of Attorney</u>. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive

discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, upon the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

- 12. <u>Administrative Agent's Right to Perform Obligations</u>. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.
- 13. <u>Additional Documents</u>. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.
- 14. <u>New Collateral</u>. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on <u>Schedule 1</u> as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.
- 15. <u>Modifications for New Collateral</u>. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending <u>Schedule 1</u> hereto to include any future Collateral as contemplated by Sections 1 and 14 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 15, provided that any such modification to <u>Schedule 1</u> shall be effective without the signature of the Pledgor.
- 16. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by the Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of the Pledgor from other

Affiliates of the Borrower) would not render the rights to payment of the Administrative Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law. The Pledgor hereby agrees that, in connection with the payments made hereunder, the Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been paid in full in cash, and the Pledgor shall not exercise any such contribution rights until the Secured Obligations have been paid in full in cash.

- 17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Security Agreement entered into by the Pledgor, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two (2) Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.
- 18. <u>No Waiver or Course of Dealing</u>. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents 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.
- 19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.
- 20. <u>Severability</u>. 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.

- 21. <u>Modifications</u>. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.
- 22. <u>Assignment and Successors</u>. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.
- 23. <u>Entire Agreement</u>. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.
- 24. <u>Headings; Execution</u>. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.
- 25. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by Law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

[Remainder of page intentionally left blank.]

4883.4692.0032.3

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

EOTECH, LLC

Bv:

Joseph L. Caradonna

Sole Manager

Signature Page to Intellectual Property Security Agreement

SCHEDULE 1

<u>Patents</u>

GRANTOR	COUNTRY	TITLE	APPLICATION/PATENT NUMBER	FILING/GRANT DATE
EOTECH, LLC	United States	BACKTHINNED CMOS SENSOR WITH LOW FIXED PATTERN NOISE	6969839	Nov 29, 2005
EOTECH, LLC	United States	WAVELENGTH EXTENSION FOR BACKTHINNED SIsrealICON IMAGE ARRAYS	6943425	Sep 13, 2005
EOTECH, LLC	Germany	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	602004032909.6	Jun 1, 2011
EOTECH, LLC	France	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	1652237	Jun 1, 2011
EOTECH, LLC	Great Britain	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	1652237	Jun 1, 2011
EOTECH, LLC	Netherlands	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	1652237	Jun 1, 2011
EOTECH, LLC	<u>United</u> <u>States</u>	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	7005637	Feb 28, 2006
EOTECH, LLC	United States	SEMICONDUCTOR DIE ATTACHMENT FOR HIGH VACUUM TUBES	7012328	Mar 14, 2006
EOTECH, LLC	United States	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	7042060	May 9, 2006
EOTECH, LLC	Germany	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	602004030951.6	Jan 5, 2011
EOTECH, LLC	France	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	1741143	Jan 5, 2011
EOTECH, LLC	Great Britain	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	1741143	Jan 5, 2011
EOTECH, LLC	Netherlands	BACKSIDE THINNING OF IMAGE ARRAY DEVICES	1741143	Jan 5, 2011

S-1

TRAI

EOTECH, LLC	United States	AIMING SIGHT HAVING FIXED LIGHT EMITTING DIODE (LED) ARRAY AND ROTATABLE COLLIMATOR	7225578	Jun 5, 2007
EOTECH, LLC	<u>United</u> <u>States</u>	FUnited StatesED THERMAL AND DIRECT VIEW AIMING SIGHT	7319557	Jan 15, 2008
EOTECH, LLC	United States	LOW PROFIsrealE HOLOGRAPHIC SIGHT AND METHOD OF MANUFACTURING SAME	7145703	Dec 5, 2006
EOTECH, LLC	Netherlands	SEMICONDUCTOR DIE ATTACHMENT FOR HIGH VACUUM TUBES	1745506	Jul 13, 2016
EOTECH, LLC	<u>United</u> <u>States</u>	PHOTOCanadaTHODE STRUCTURE AND OPERATION	7531826	May 12, 2009
EOTECH, LLC	United States	SEMICONDUCTOR DIE ATTACHMENT FOR HIGH VACUUM TUBES	7607560	Oct 27, 2009
EOTECH, LLC	<u>United</u> <u>States</u>	BACKSIDE IMAGING THROUGH A DOPED LAYER	7479686	Jan 20, 2009
EOTECH, LLC	United States	SEMICONDUCTOR DIE ATTACHMENT FOR HIGH VACUUM TUBES	7608533	Oct 27, 2009
EOTECH, LLC	Germany	PHOTOCATHODE STRUCTURE AND OPERATION	602006056725.1	Oct 31, 2018
EOTECH, LLC	France	PHOTOCATHODE STRUCTURE AND OPERATION	1891678	Oct 31, 2018
EOTECH, LLC	Japan	PHOTOCATHODE STRUCTURE AND OPERATION	5322635	Oct 31, 2018
EOTECH, LLC	France	SEMICONDUCTOR DIE ATTACHMENT FOR HIGH VACUUM TUBES	1907159	Aug 22, 2018

EOTECH, LLC	Great Britain	SEMICONDUCTOR DIE ATTACHMENT FOR HIGH VACUUM TUBES	1907159	Aug 22, 2018
EOTECH, LLC	Netherlands	SEMICONDUCTOR DIE ATTACHMENT FOR HIGH VACUUM TUBES	1907159	Aug 22, 2018
EOTECH, LLC	United States	COLLIMATOR BONDING STRUCTURE AND METHOD	8698925	Apr 15, 2014
EOTECH, LLC	United States	Holographic Weapon Sight	<u>D662566</u>	Jun 26, 2012
EOTECH, LLC	Australia	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	2010286372	Feb 5, 2015
EOTECH, LLC	Belgium	NIGHT-VISION SENSOR AND APPARATUS	2835830	Oct 17, 2018
EOTECH, LLC	Belgium	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	2474034	Nov 12, 2014
EOTECH, LLC	Canada	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	2772394	Feb 6, 2018
EOTECH, LLC	<u>DE</u>	NIGHT-VISION SENSOR AND APPARATUS	602010054509.1	Oct 17, 2018
EOTECH, LLC	<u>DE</u>	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	602010020254.2	Nov 12, 2014
EOTECH, LLC	France	NIGHT-VISION SENSOR AND APPARATUnited States	2835830	Oct 17, 2018
EOTECH, LLC	France	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	2474034	Nov 12, 2014
EOTECH, LLC	Great Britain	NIGHT-VISION SENSOR AND APPARATUS	2835830	Oct 17, 2018

EOTEGII I I C	G (D)	LOW ENERGY PORTABLE	2474024	N 12 2014
EOTECH, LLC	Great Britain	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	2474034	Nov 12, 2014
EOTECH, LLC	<u>Israel</u>	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	218363	Dec 21, 2018
EOTECH, LLC	<u>Japan</u>	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	5628315	Oct 10, 2014
EOTECH, LLC	Netherlands	NIGHT-VISION SENSOR AND APPARATUS	2835830	Oct 17, 2018
EOTECH, LLC	Netherlands	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	2474034	Nov 12, 2014
EOTECH, LLC	United States	LOW ENERGY PORTABLE LOW-LIGHT CanadaMERA WITH WAVELENGTH CUTOFF	8421012	Apr 16, 2013
EOTECH, LLC	<u>Brazil</u>	HOLOGRAPHIC WEAPON SIGHT	DI7100129-8	Jul 31, 2012
EOTECH, LLC	Mexico	HOLOGRAPHIC WEAPON SIGHT	38100	Feb 12, 2013
EOTECH, LLC	<u>Israel</u>	COLLIMATOR BONDING STRussiaCTURE AND METHOD	222569	Dec 29, 2017
EOTECH, LLC	<u>Japan</u>	COLLIMATOR BONDING STRUCTURE AND METHOD	5798181	Aug 28, 2015
EOTECH, LLC	<u>Korea</u>	COLLIMATOR BONDING STRUCTURE AND METHOD	101783594	Sep 26, 2017
EOTECH, LLC	United States	INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	9482803	Nov 1, 2016
EOTECH, LLC	<u>Brazil</u>	INTEGRATED FILTER AND GRATING IN AN AIMING	112016026265-4	Dec 20, 2022

		SIGHT		
EOTECH, LLC	Canada	INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	2948669	Nov 29, 2022
EOTECH, LLC	China	INTERGRATED FILTERING DEVICE IN GUNSIGHT AND GRATING	ZL201580034911.9	Aug 31, 2018
EOTECH, LLC	Czech Republic	INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	3140606	Apr 1, 2020
EOTECH, LLC	<u>DE</u>	INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	602015049991.3	Apr 1, 2020
EOTECH, LLC	Israel	INTEGRATED FIsrealTER AND GRATING IN AN AIMING SIGHT	248822	Feb 1, 2022
EOTECH, LLC	Japan	INTEGRATED FIsrealTER AND GRATING IN AN AIMING SIGHT	6770950	Sep 30, 2020
EOTECH, LLC	Russia	INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	2677608	Jan 17, 2019
EOTECH, LLC	Sweden	INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	3140606	Apr 1, 2020
EOTECH, LLC	India	INTEGRATED FILTER AND GRATING IN AN AIMING SIGHT	201617041361	May 11, 2015
EOTECH, LLC	United States	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	9734977	Aug 15, 2017
EOTECH, LLC	France	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	3323138	Jun 17, 2020
EOTECH, LLC	Great Britain	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	3323138	Jun 17, 2020

EOTECH, LLC	<u>Israel</u>	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	256899	Sep 2, 2022
EOTECH, LLC	Japan	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	6810127	Dec 14, 2020
EOTECH, LLC	Australia	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	2022200400	<u>Jul 13, 2016</u>
EOTECH, LLC	<u>Canada</u>	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	2992730	Jul 13, 2016
EOTECH, LLC	<u>India</u>	IMAGE INTENSIFIER WITH INDEXED COMPLIANT ANODE ASSEMBLY	201817003257	Jul 13, 2016
EOTECH, LLC	United States	RIFLE SCOPE	D923739	Jun 29, 2021
EOTECH, LLC	United States	ENHANCED VISION SYSTEMS AND METHODS	11410419	Aug 9, 2022
EOTECH, LLC	European Union	RIFLE SCOPE	004238327-0001	Sep 4, 2017
EOTECH, LLC	European Union	RIFLE SCOPE	004238327-0002	Sep 4, 2017
EOTECH, LLC	Great Britain	Rifle Scope	90042383270001	Sep 4, 2017
EOTECH, LLC	Great Britain	RIFLE SCOPE	90042383270002	Sep 4, 2017
EOTECH, LLC	<u>Japan</u>	RIFLE SCOPE	<u>1598510</u>	Feb 2, 2018
EOTECH, LLC	Japan	RIFLE SCOPE	1598511	Feb 2, 2018
EOTECH, LLC	United States	THERMALLY ASSISTED NEGATIVE ELECTRON AFFINITY PHOTOCATHODE	10692683	Jun 23, 2020
EOTECH, LLC	<u>Canada</u>	HOLOGRAPHIC SPORTING/COMBAT OPTIC WITH RETICLES RECORDED AT DIFFERENT DISTANCES	<u>2991503</u>	Jan 10, 2018

EOTECH, LLC	United States	HOLOGRAPHIC OPTICAL ELEMENT WITH EDGE LIGHTING	10345077	Jul 9, 2019
EOTECH, LLC	Australia	THERMALLY ASSISTED NEGATIVE ELECTRON AFFINITY PHOTOCATHODE	2018332878	Sep 12, 2018
EOTECH, LLC	<u>Japan</u>	THERMALLY ASSISTED NEGATIVE ELECTRON AFFINITY PHOTOCATHODE	7227230	Feb 13, 2023
EOTECH, LLC	<u>Israel</u>	THERMALLY ASSISTED NEGATIVE ELECTRON AFFINITY PHOTOCATHODE	273140	Sep 12, 2018
EOTECH, LLC	Canada	THERMALLY ASSISTED NEGATIVE ELECTRON AFFINITY PHOTOCATHODE	3075509	Sep 12, 2018
EOTECH, LLC	Europe	THERMALLY ASSISTED NEGATIVE ELECTRON AFFINITY PHOTOCATHODE	188568299	Sep 12, 2018
EOTECH, LLC	Europe	HOLOGRAPHIC OPTICAL ELEMENT WITH EDGE LIGHTING	198224370	Jun 18, 2019
EOTECH, LLC	Japan	HOLOGRAPHIC OPTICAL ELEMENT WITH EDGE LIGHTING	2020570129	Jun 18, 2019
EOTECH, LLC	<u>Korea</u>	HOLOGRAPHIC OPTICAL ELEMENT WITH EDGE LIGHTING	1020217001121	Jun 18, 2019
EOTECH, LLC	<u>Europe</u>	TECHNIQUE FOR SELECTIVELY PROJECTING DIFFERENT HOLOGRAMS United StatesING A SINGLE HOLOGRAPHIC OPTICanadal ELEMENT	<u>198220485</u>	Jun 18, 2019

EOTECH, LLC	Japan	TECHNIQUE FOR SELECTIVELY PROJECTING DIFFERENT HOLOGRAMS United StatesING A SINGLE HOLOGRAPHIC OPTICanadaL ELEMENT	2020570196	Jun 18, 2019
EOTECH, LLC	<u>Korea</u>	TECHNIQUE FOR SELECTIVELY PROJECTING DIFFERENT HOLOGRAMS USING A SINGLE HOLOGRAPHIC OPTICAL ELEMENT	1020217001120	Jun 18, 2019
EOTECH, LLC	United States	MODULAR WEAPON SIGHT ASSEMBLY	11098980	Aug 24, 2021
EOTECH, LLC	United States	WEAPON SIGHT WITH TAPERED HOUSING	<u>11486675</u>	Nov 1, 2022
EOTECH, LLC	United States	UNITARY CanadaRRIER FOR HOLOGRAPHIC COMPONENTS	<u>11467391</u>	Oct 11, 2022
EOTECH, LLC	United States	TEMPERATURE STABILIZED HOLOGRAPHIC SIGHT	11391904	Jul 19, 2022
EOTECH, LLC	United States	POSITION ADJUSTMENT IN HOLOGRAPHIC SIGHT	11449003	Sep 20, 2022
EOTECH, LLC	United States	WEAPON SIGHT	<u>D961714</u>	Aug 23, 2022
EOTECH, LLC	United States	COMPACT PROXIMITY FOCUSED IMAGE SENSOR	11621289	Apr 4, 2023
EOTECH, LLC	Canada	MODULAR WEAPON SIGHT ASSEMBLY	3157292	Nov 16, 2020
EOTECH, LLC	<u>Europe</u>	MODULAR WEAPON SIGHT ASSEMBLY	<u>209117936</u>	Nov 16, 2020
EOTECH, LLC	<u>Japan</u>	MODULAR WEAPON SIGHT ASSEMBLY	2022529439	Nov 16, 2020
EOTECH, LLC	<u>Korea</u>	MODULAR WEAPON SIGHT ASSEMBLY	1020227018142	Nov 16, 2020

EOTECH, LLC	Canada	WEAPON SIGHT WITH TAPERED HOUSING	3158261	Nov 16, 2020
EOTECH, LLC	<u>Europe</u>	WEAPON SIGHT WITH TAPERED HOUSING	208953547	Nov 16, 2020
EOTECH, LLC	Japan	WEAPON SIGHT WITH TAPERED HOUSING	2022529436	Nov 16, 2020
EOTECH, LLC	Korea	WEAPON SIGHT WITH TAPERED HOUSING	1020227020917	Nov 16, 2020
EOTECH, LLC	Canada	UNITARY CARRIER FOR HOLOGRAPHIC COMPONENTS	3156140	Nov 16, 2020
EOTECH, LLC	Europe	UNITARY CARRIER FOR HOLOGRAPHIC COMPONENTS	209125400	Nov 16, 2020
EOTECH, LLC	<u>Japan</u>	UNITARY CARRIER FOR HOLOGRAPHIC COMPONENTS	2022529438	Nov 16, 2020
EOTECH, LLC	<u>Korea</u>	UNITARY CARRIER FOR HOLOGRAPHIC COMPONENTS	1020227017723	Nov 16, 2020
EOTECH, LLC	Canada	TEMPERATURE STABILIZED HOLOGRAPHIC SIGHT	3155581	Nov 16, 2020
EOTECH, LLC	Europe	TEMPERATURE STABILIZED HOLOGRAPHIC SIGHT	209128784	Nov 16, 2020
EOTECH, LLC	<u>Japan</u>	TEMPERATURE STABILIZED HOLOGRAPHIC SIGHT	2022529437	Nov 16, 2020
EOTECH, LLC	Korea	TEMPERATURE STABILIZED HOLOGRAPHIC SIGHT	1020227017724	Nov 16, 2020
EOTECH, LLC	PCT/WO	TEMPERATURE STABILIZED HOLOGRAPHIC SIGHT	PCTUS2020060714	Nov 16, 2020
EOTECH, LLC	Canada	POSITION ADJUSTMENT IN HOLOGRAPHIC SIGHT	3156159	Nov 16, 2020

EOTECH, LLC	Europe	POSITION ADJUSTMENT IN HOLOGRAPHIC SIGHT	209207406	Nov 16, 2020
EOTECH, LLC	<u>Japan</u>	POSITION ADJUSTMENT IN HOLOGRAPHIC SIGHT	2022529435	Nov 16, 2020
EOTECH, LLC	<u>Korea</u>	POSITION ADJUSTMENT IN HOLOGRAPHIC SIGHT	1020227018941	Nov 16, 2020
EOTECH, LLC	PCT/WIPO	POSITION ADJUSTMENT IN HOLOGRAPHIC SIGHT	PCTUS2020060719	Nov 16, 2020
EOTECH, LLC	<u>Israel</u>	COMPACT PROXIMITY FOCUSED IMAGE SENSOR	298460	May 24, 2021
EOTECH, LLC	<u>Japan</u>	COMPACT PROXIMITY FOCUSED IMAGE SENSOR	2022571269	May 24, 2021
EOTECH, LLC	<u>Korea</u>	COMPACT PROXIMITY FOCUSED IMAGE SENSOR	1020227044282	May 24, 2021
EOTECH, LLC	United States	RIFLE SCOPE	<u>D943703</u>	Feb 15, 2022
EOTECH, LLC	United States	MODULAR WEAPON SIGHT ASSEMBLY	11435162	Sep 6, 2022
EOTECH, LLC	United States	ENHANCED VISION SYSTEMS AND METHODS	17390128	Jul 30, 2021
EOTECH, LLC	United States	GUN SIGHT	29823409	Jan 17, 2022
EOTECH, LLC	United States	RIFLE SCOPE	<u>D973827</u>	Dec 27, 2022
EOTECH, LLC	United States	SYSTEM AND METHOD OF DIGITAL FOCanadaL PLANE ALIGNMENT FOR IMAGER AND WEAPON SYSTEM SIGHTS	17807571	Jun 17, 2022
EOTECH, LLC	PCT/WIPO	SYSTEM AND METHOD OF DIGITAL FOCAL PLANE ALIGNMENT FOR IMAGER AND WEAPON SYSTEM SIGHTS	PCTUS2022073028	Jun 17, 2022
EOTECH, LLC	United States	TEMPERATURE STABLIZED	17810431	Jul 1, 2022

		HOLOGRAPHIC SIGHT		
EOTECH, LLC	<u>Canada</u>	GUN SIGHT	214287	<u>Jul 14, 2022</u>
EOTECH, LLC	<u>Korea</u>	GUN SIGHT	3020220028358	Jul 14, 2022
EOTECH, LLC	European Union	GUN SIGHT	009088842-0001	Jul 15, 2022
EOTECH, LLC	European Union	GUN SIGHT	009088842-0002	Jul 15, 2022
EOTECH, LLC	Great Britain	GUN SIGHT	6219961	Jul 15, 2022
EOTECH, LLC	Great Britain	GUN SIGHT	6219962	Jul 15, 2022
EOTECH, LLC	<u>China</u>	GUN SIGHT	2022304510028	Jul 15, 2022
EOTECH, LLC	Japan	GUN SIGHT	2022019151	Jul 19, 2022
EOTECH, LLC	<u>Japan</u>	GUN SIGHT	2022019152	Jul 19, 2022
EOTECH, LLC	<u>Japan</u>	GUN SIGHT	2022019153	Jul 19, 2022
EOTECH, LLC	<u>Japan</u>	GUN SIGHT	2022019154	Jul 19, 2022
EOTECH, LLC	United States	ADJUSTABLE WEAPON SIGHT SYSTEM AND METHOD OF CONTROL	63373479	Aug 25, 2022
EOTECH, LLC	United States	WEAPON SIGHT WITH TAPERED HOUSING	18046234	Oct 13, 2022
EOTECH, LLC	United States	AIMING DEVICE FOR FIREARM	63383487	Nov 12, 2022
EOTECH, LLC	United States	FIREARM AIMING DEVICE	29867911	Nov 12, 2022
EOTECH, LLC	United States	RIFLE SCOPE	29869226	Dec 26, 2022
EOTECH, LLC	United States	COMPACT PROXIMITY FOCUSED IMAGE SENSOR	18177972	Mar 3, 2023

Grantor	Country	Mark	IP Office	Application/ Registration Number	Filing/Registration Date
EOTECH, LLC	United States (USPTO)	EFLX	United States (USPTO)	97371501	04/20/2022
EOTECH, LLC	United States (USPTO)	HHS	United States (USPTO)	97374279	04/21/2022
EOTECH, LLC	United States (USPTO)	E	United States (USPTO)	97621533	10/06/2022
EOTECH, LLC	United States (USPTO)	ЕОТЕСН	United States (USPTO)	97621539	10/06/2022
EOTECH, LLC	United States (USPTO)	OGL	United States (USPTO)	97650493	10/27/2022
EOTECH, LLC	United States (USPTO)	DCR	United States (USPTO)	90782073	06/18/2021
EOTECH, LLC	United States (USPTO)	2A UNDERGROUND	United States (USPTO)	97074884	10/14/2021
EOTECH, LLC	United States (USPTO)	NIGHTVISTA	United States (USPTO)	2870613	08/03/2004
EOTECH, LLC	United States (USPTO)	HWS	United States (USPTO)	2878695	08/31/2004

V.	2
-	4
C)

Grantor Country Mark IP Office Registration EOTHCH, LLC United States (USPTO) CQS United States (USPTO) 4449028 12/10/2013 EOTHCH, LLC United States (USPTO) CARPE NOCTEM United States (USPTO) 90781992 06/18/2021 EOTECH, LLC United States (USPTO) G33 United States (USPTO) 97039999 09/22/2021 EOTECH, LLC United States (USPTO) BEAMHIT (Design) United States (USPTO) 1884658 03/21/1995 EOTECH, LLC United States (USPTO) HOLO SIGHT United States (USPTO) 2006681 10/08/1996 EOTECH, LLC United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) 5148734 02/28/2017 EOTECH, LLC United States (USPTO) EOTHCH United States (USPTO) 5148734 02/28/2017 EOTECH, LLC United States (USPTO) EOTHCH United States (USPTO) 5148734 02/28/2017 EOTECH, LLC United States (USPTO) EOTHCH United States (USPTO) 5148734 02/28/2017						
United States (USPTO) XBOW United States (USPTO) CQS United States (USPTO) CQS United States (USPTO) CARPE NOCTEM United States (USPTO) CARPE NOCTEM United States (USPTO) G33 United States (USPTO) G33 United States (USPTO) BEAMHIT (Design) United States (USPTO) HOLO SIGHT United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) S148731 United States (USPTO) S148734 United States (USPTO) S148734	Grantor	Country	Mark	IP Office	Application/ Registration Number	Filing/Registration Date
United States (USPTO) CQS United States (USPTO) CARPE NOCTEM United States (USPTO) CARPE NOCTEM United States (USPTO) G33 United States (USPTO) G33 United States (USPTO) G4694407 United States (USPTO) BEAMHIT (Design) United States (USPTO) HOLO SIGHT United States (USPTO) HOLO SIGHT United States (USPTO) CONFIGURATION OF HREARM SIGHT Design United States (USPTO) HOLO SIGHT United States (USPTO) 5148731 United States (USPTO) HOLO SIGHT Design United States (USPTO) United States (USPTO) 5148734 United States (USPTO) EOTECH United States (USPTO) 5148734	EOTECH, LLC	United States (USPTO)	X	United States (USPTO)	4449028	12/10/2013
United States (USPTO) CARPE NOCTEM United States (USPTO) 97039999 United States (USPTO) G33 United States (USPTO) BEAMHIT (Design) United States (USPTO) 4694407 United States (USPTO) HOLO SIGHT United States (USPTO) 2006681 United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) 5148731 United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) 5148734 United States (USPTO) EOTECH United States (USPTO) 2070175	EOTECH, LLC	United States (USPTO)	CQS	United States (USPTO)	90781992	06/18/2021
United States (USPTO) United States (USPTO) BEAMHIT (Design) United States (USPTO)	EOTECH, LLC	United States (USPTO)	CARPE NOCTEM	United States (USPTO)	97039999	09/22/2021
United States (USPTO) BEAMHIT (Design) United States (USPTO)	EOTECH, LLC	United States (USPTO)	G33	United States (USPTO)	4694407	03/03/2015
United States (USPTO) HOLO SIGHT United States (USPTO) 200681 United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) EOTECH United States (USPTO) EOTECH United States (USPTO) 2070175	EOTECH, LLC	United States (USPTO)	BEAMHIT (Design) Beamhar	United States (USPTO)	1884658	03/21/1995
United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) FIREARM SIGHT Design United States (USPTO) FIREARM SIGHT Design United States (USPTO) EOTECH United States (USPTO) 2070175	EOTECH, LLC	United States (USPTO)	HOLO SIGHT	United States (USPTO)	2006681	10/08/1996
United States (USPTO) CONFIGURATION OF FIREARM SIGHT Design United States (USPTO) 5148734 United States (USPTO) EOTECH United States (USPTO) EOTECH United States (USPTO) EOTECH	EOTECH, LLC	United States (USPTO)	CONFIGURATION OF FIREARM SIGHT Design	United States (USPTO)	5148731	02/28/2017
United States (USPTO) EOTECH United States (USPTO) 2070175	EOTECH, LLC	United States (USPTO)	CONFIGURATION OF FIREARM SIGHT Design	United States (USPTO)	5148734	02/28/2017
	EOTECH, LLC	United States (USPTO)	EOTECH	United States (USPTO)	2070175	06/10/1997

S	
- 1	
1	
\sim	

	06/18/2013	4354014	United States (USPTO)	ZOMBIE STOPPER	United States (USPTO)	EOTECH, LLC
	03/11/2003	2696072	United States (USPTO)	EBAPS	United States (USPTO)	EOTECH, LLC
	01/18/2011	3906328	United States (USPTO)		United States (USPTO)	EOTECH, LLC
	09/19/2000	2387514	United States (USPTO)	LIVAR	United States (USPTO)	EOTECH, LLC
	08/23/2022	6824743	United States (USPTO)	HHS	United States (USPTO)	EOTECH, LLC
	07/05/2022	6782229	United States (USPTO)	MISCELLANEOUS DESIGN (Voodoo doll design)	United States (USPTO)	EOTECH, LLC
	09/11/2007	3291603	United States (USPTO)	MICROVISTA	United States (USPTO)	EOTECH, LLC
RADEN	06/13/2017	5223943	United States (USPTO)	E	United States (USPTO)	EOTECH, LLC
	06/13/2017	5224058	United States (USPTO)	VUDU	United States (USPTO)	EOTECH, LLC
I	Filing/Registration Date	Application/ Registration Number	IP Office	Mark	Country	Grantor

REEL: 008164 FRAME: 0958

	09/03/2022	144JUJJ/47	Daudi Alaula (DIVIIV)		Dauci Alaula (DATIVIO)	
	09/05/2022	1443035749	Saudi Arabia (SATMO)	E Design	Saudi Arabia (SATMO)	EOTECH, LLC
	00/05/2022	1112025710				
	09/05/2022	1443035746	Saudi Arabia (SATMO)	ЕОТЕСН	Saudi Arabia (SATMO)	EOTECH, LLC
	09/05/2022	1443035745	Saudi Arabia (SATMO)	EOTECH	Saudı Arabıa (SATMO)	EOTECH, LLC
					(ONIFO)	
_	11/21/2012	UK00910994556	United Kingdom (UKIPO)	ISIE	United Kingdom	EOTECH, LLC
					(UKIPO)	
T	06/14/2019	UK00918005379	United Kingdom (UKIPO)	FIELD VISION	United Kingdom	EOTECH, LLC
RΔ						
DF	00111111011	CAROCOCOCOCO	Omice rangeom (Oran O)		(UKIPO)	
 ЕМ	03/22/2019	11K00003363999	United Kingdom (UKIPO)	FIELD VISION	United Kinodom	FOTECH LLC
AR						
K	12/03/2013	4444596	United States (USPTO)	ISIE	United States (USPTO)	EOTECH, LLC
	Date	Registration Number				
_	Filing/Registration	Application/	IP Office	Mark	Country	Grantor

S-16

	•				
					RAD
EOTECH, LLC	China (SAIC)	ЕОТЕСН	China (CNIPA)	7475954	06/28/2012
EOTECH, LLC	China (SAIC)	EOTECH	China (CNIPA)	58754480	11/28/2022
,	`		`		
EOTECH, LLC	China (SAIC)	E Design	China (CNIPA)	60513780	11/12/2021
EOTECH, LLC	China (CNIPA)	EFLX	China (CNIPA)	66185173	07/26/2022
		mormori			
EOTECH, LLC	China (CNIPA)	EOTECH & E Logo	China (CNIPA)	69976764	03/06/2023
ЕОТЕСН. Г.І.С	China (CNIPA)	SWH	China (CNIPA)	66364736	08/03/2022
ECAECAI, EEC	Cimia (Cimia)		China (CATA A)	00001100	00100112022
EOTECH, LLC	China (CNIPA)	EFLX	China (CNIPA)	66371285	08/03/2022

Grantor	Country	Mark	IP Office	Application/ Registration Number	Filing/Registration Date
EOTECH, LLC	China (CNIPA)	HWS	China (CNIPA)	66371277	08/03/2022
EOTECH, LLC	China (CNIPA)	ЕОТЕСН	China (CNIPA)	67730898	10/14/2022
EOTECH, LLC	China (CNIPA)	E Design	China (CNIPA)	67740388	10/14/2022
EOTECH, LLC	China (CNIPA)	E Design	China (CNIPA)	67740405	10/14/2022
EOTECH, LLC	China (CNIPA)	ЕОТЕСН	China (CNIPA)	67730915	10/14/2022
EOTECH, LLC	Canada (CIPO)	ISIE	Canada (CIPO)	TMA861204	09/25/2013
Intevac, Inc.*	Japan (JPO)	ISIE	Japan (JPO)	5571735	04/03/2013
L-3 COMMUNICATIONS EOTECH, INC.*	Spain (SPTO)	L3 COMMUNICATIONS EOTECH Communications	Spain (SPTO)	M2751965	06/26/2007
L-3 COMMUNICATIONS EOTECH, INC.*	United Kingdom (UKIPO)	ЕОТЕСН	United Kingdom (UKIPO)	UK0909365751	03/15/2011
L3 Technologies, Inc.*	United Kingdom (UKIPO)	HOLO SIGHT	United Kingdom (UKIPO)	UK00003703279	03/25/2022

S	
<u>_</u>	
∞	

 Grantor	Country	Mark	IP Office	Application/ Registration Number	Filing/Registration Date	
 L3 Technologies, Inc.* South Korea (KIPO)	South Korea (KIPO)	ЕОТЕСН	South Korea (KIPO)	4009686800000	05/10/2013	IAPK
 L3 Technologies, Inc.* European Union (EUIPO)	European Union (EUIPO)	ЕОТЕСН	European Union (EUIPO) 9365751	9365751	03/15/2011	TRADEN
						T

* Trademarks have been assigned to EOTech, LLC. Working with foreign counsel to formally record the ownership transfer to EOTech, LLC.

EXHIBIT A FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE THE PROVISIONS OF THE INTELLECTUAL PROPERTY AGREEMENT (THE "AGREEMENT"), DATED AS OF JULY 21, 2023 EXECUTED BY EOTECH, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT. AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE. AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION as the Administrative Agent

By:			
Name:			
Title:	·	·	

ASSIGNMENT

WHEREAS, EOTECH, LLC, a Michigan limited liability company (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of July 21, 2023 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, a national banking association, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

[Remainder of page intentionally left blank.]

E-2

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on July $21,\,2023$.

EUTECH, LLC		
By:		
Name:		
Title:		