CH \$490.00 605377

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM871810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PDW Holdings, Inc.		12/22/2023	Corporation: DELAWARE
Performance Drone Works LLC		12/22/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SMR 2023 Revocable Trust U/A/D 6/15/2023
Street Address:	30 Hudson Yards, FL72
Internal Address:	c/o Related Companies
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Trust: NEW YORK
Composed Of:	Stephen M. Ross, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark	
Registration Number:	6053773	PERFORMANCE DRONE WORKS	
Registration Number:	5897862	PDW	
Registration Number:	6221969		
Serial Number:	98224510	PDW	
Serial Number:	98224209	PDW	
Serial Number:	97693170	C100	
Serial Number:	97728036	C100	
Serial Number:	97728037	S20	
Serial Number:	97693189	S20	
Serial Number:	97693185	N1	
Serial Number:	98269405	BLACKWAVE	
Serial Number:	90454956	PDW CONTROL	
Serial Number:	90456176	PDW CONTROL	
Serial Number:	90456152	SPARO50	
Serial Number:	90454856	SPARO50	

TRADEMARK REEL: 008329 FRAME: 0960

900831559

Property Type	Number	Word Mark
Serial Number:	90456134	SPARO90
Serial Number:	90456167	BLACKWAVE
Serial Number:	90454901	BLACKWAVE
Serial Number:	90454816	SPARO90

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	80568-00013
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	01/28/2024

Total Attachments: 17

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("<u>Agreement</u>") is entered into as of December 22, 2023 by and between SMR 2023 REVOCABLE TRUST U/A/D 6/15/2023, as collateral agent ("<u>Collateral Agent</u>") and PDW HOLDINGS, INC., a Delaware corporation, and PERFORMANCE DRONE WORKS LLC, a Delaware limited liability company (each a, "<u>Grantor</u>").

RECITALS

- A. Collateral Agent has agreed to make certain advances of money and to extend certain financial accommodations to PDW Holdings, Inc. (the "Loans") in the amounts and manner set forth in that certain Note Purchase Agreement, dated as of even date with this Agreement, by and among the Collateral Agent and the Grantors (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement). Collateral Agent is willing to make the Loans to PDW Holdings, Inc., but only upon the condition, among others, that each Grantor shall grant to Collateral Agent a security interest in all of its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Purchase Agreement.
- B. Pursuant to the terms of the Purchase Agreement, each Grantor has granted to Collateral Agent, for the ratable benefit of the Secured Parties, a first lien security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

<u>AGREEMENT</u>

- 1. <u>Grant of Security Interest</u>. To secure the Obligations under the Purchase Agreement, each Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all Intellectual Property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "<u>Patents</u>");

- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.
- 3. <u>Authorization</u>. Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Purchase Agreement, which is hereby incorporated by reference. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Purchase Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.
- 5. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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TRADEM

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address: PDW HOLDINGS, INC.

PDW Holdings, Inc. 3414 Governors Drive SW, Suite 350

Huntsville, AL 35805

Attn: Chief Executive Officer

Email: rgury@pdw.ai

Address: PERFORMANCE DRONE WORKS LLC

Performance Drone Works LLC 3414 Governors Drive SW, Suite 350 Huntsville, AL 35805

Attn:

Email: rgury@pdw.ai

By: Kyan Gury Name: Ryan Gury

By: Kyan Gury

Name: Ryan Gury

Title: Chief Executive Officer

Title: Chief Executive Officer

COLLATERAL AGENT:

Address:

Jessica Rizzo c/o Related Companies 30 Hudson Yards, FL72 New York, NY 10001 SMR 2023 Revocable Trust U/A/D 6/15/2023

Name: Stephen M. Ross

Title: Trustee

REEL: 008329 FRAME: 0965

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached.

PERFORMANCE DRONE WORKS Intellectual Property Report Vierra Magen Marcus LLP November 16, 2023

				,	Application	Application	Patent	Grant Date	_	Publication
PDWK-01000CN0	COMMUNICATION SYSTEM WITH DISTRIBUTED	DAVID A. MICHELL; LUCAS J. THOLEN; NICHOLAS	CN-(China P.R.)	Granted - (G)	Number 201680081718.5	Date 12/13/16	Number ZL201680081718.5	8/17/21	Number CN108604920A	9/28/18
PDWK-01000DE0	COMMUNICATION SYSTEM WITH DISTRIBUTED RECEIVER ARCHITECTURE	DAVID A. MICHELL; LUCAS J. THOLEN; NICHOLAS HORBACZEWSKI; RYAN GURY; TREVOR SMITH	DE -(Germany)	Granted - (G)	16867394.5	12/13/16	602016065266.8	10/20/21	3387759	10/17/18
PDWK-01000DK0	COMMUNICATION SYSTEM WITH DISTRIBUTED RECEIVER ARCHITECTURE	DAVID A. MICHELL; LUCAS J. THOLEN; NICHOLAS HORBACZEWSKI; RYAN GURY; TREVOR SMITH	DK - (Denmark)	Granted - (G)	16867394.5	12/13/16	3387759	10/20/21	3387759	10/17/18
PDWK-01000EP0	COMMUNICATION SYSTEM WITH DISTRIBUTED RECEIVER ARCHITECTURE	DAVID A. MICHELL; LUCAS J. THOLEN; NICHOLAS HORBACZEWSKI; RYAN GURY; TREVOR SMITH	EP - (European Patent Convention)	Granted - (G)	16867394.5	12/13/16	9277888	10/20/21	3387759	10/17/18
PDWK-01000FR0	COMMUNICATION SYSTEM WITH DISTRIBUTED RECEIVER ARCHITECTURE	DAVID A. MICHELL; LUCAS J. THOLEN; NICHOLAS HORBACZEWSKI; RYAN GURY; TREVOR SMITH	FR - (France)	Granted - (G)	16867394.5	12/13/16	3387759	10/20/21	3387759	10/17/18
PDWK-01000GB0	COMMUNICATION SYSTEM WITH DISTRIBUTED RECEIVER ARCHITECTURE	DAVID A. MICHELL; LUCAS J. THOLEN; NICHOLAS HORBACZEWSKI; RYAN GURY; TREVOR SMITH	GB - (Great Britain)	Granted - (G)	16867394.5	12/13/16	EP3387759	10/20/21	3387759	10/17/18
PDWK-01000IT0	COMMUNICATION SYSTEM WITH DISTRIBUTED RECEIVER ARCHITECTURE	DAVID A. MICHELL; LUCAS J. THOLEN; NICHOLAS HORBACZEWSKI; RYAN GURY; TREVOR SMITH	IT - (Italy)	Granted - (G)	502021000105743	12/13/16	3387759	10/20/21	3387759	10/17/18
PDWK-01000US1	COMMUNICATION SYSTEM WITH DISTRIBUTED RECEIVER ARCHITECTURE	DAVID A. MITCHELL; LUCAS J. THOLEN; NICHOLAS HORBACZEWSKI; RYAN GURY; TREVOR SMITH	US - (United States)	Granted - (G)	15/066,884	3/10/16	10,141,996	11/27/18	20170244457A1	8/24/17
PDWK-01001US0	DIVERSITY RECEIVER	DAVID A. MITCHELL; GREGORY KEITH ANDERSON; LUCAS J. THOLEN	US - (United States)	Granted - (G)	15/151,962	5/11/16	9,813,659	11/7/17	20170332037A1	11/16/17
PDWK-01001US1	DIVERSITY RECEIVER	DAVID A. MITCHELL; GREGORY KEITH ANDERSON; LUCAS J. THOLEN	US - (United States)	Granted - (G)	15/686,126	8/24/17	10,499,003	12/3/19	20170353688A1	12/7/17
PDWK-01003US0	AIRFRAME HEALTH MONITOR	NATE FERRIS; PHIL HERLIHY; RYAN GURY; TREVOR SMITH	US - (United States)	Granted - (G)	15/706,477	9/15/17	10,467,825	11/5/19	20190088046A1	3/21/19
PDWK-01004US0	WIRELESS POWER INITIATED AIRCRAFT TEST SYSTEM	NATE FERRIS; NICHOLAS HORBACZEWSKI; PHIL HERLIHY; RYAN GURY; TREVOR SMITH	US - (United States)	Granted - (G)	15/709,268	9/19/17	11,428,725	8/30/22	20190086463A1	3/21/19
PDWK-01016EP0	SECURE CONTROL AND OPERATION OF DRONES	DAVID MITCHELL; LARRY DICKINSON; LUCAS ANDERSON; LUCAS THOLEN; RYAN GURY; TREVOR SMITH	EP - (European Patent Convention)	Filed - (F)	19707925.4	1/31/19			3746853	12/9/20
PDWK-01016US1	SECURE CONTROL AND OPERATION OF DRONES	DAVID MITCHELL; LARRY DICKINSON; LUCAS ANDERSON; LUCAS THOLEN; RYAN GURY; TREVOR SMITH	US - (United States)	Granted - (G)	16/262,122	1/30/19	11,056,009	7/6/21	20190236962A1	8/1/19
PDWK-01018US0 PDWK-01020US0	MODULAR AUTONOMOUS DRONE AUTONOMOUS OUADCOPTER PILOTING	JORDAN RESTIFO; RYAN GURY; VEDRAN SKARICA	US - (United States) US - (United States)	Granted - (G)	16/360,999 16/361,031	3/21/19	11,409,291 11.312.506	8/9/22 4/26/22	20200301427	9/24/20
TOWN OLONO	CONTROLLER AND DEBUGGER	SCHOOL BY SECTION OF S	op - (ornical cases)		10/301/031	3/21/10	11,016,000	7/20/22		02/12/0
PDWK-01021U50	QUADCOPTER HARDWARE CHARACTERIZATION AND SIMULATION	EDUARDO DIAS DA COSTA; RYAN GURY; VEDRAN SKARICA	US - (United States)	Granted - (G)	16/361,041	3/21/19	11,455,336	9/27/22	2	9/24/20
PDWK-01022US0	QUADCOPTER SENSOR NOISE AND CAMERA NOISE RECORDING AND SIMULATION	VEDRAN SKARICA	US - (United States)	Granted - (G)	16/361,051	3/21/19	11,721,235		20200302822	9/24/20
PDWK-01025US0	DRONE WITH WIDE FRONTAL FIELD OF VIEW UNIMANNED AERIAL VEHICLE WITH NET ASSEMBLY	FLORENT ARNOUX; RYAN GURY BRENDAN SULLIVAN; FLORENT ARNOUX; MAX TUBMAN; MICHAELDORNISCH; RYAN GURY; TOM CYDONNET!	US - (United States) US - (United States)	Granted - (G) Granted - (G)	16/459,556 16/777,583	7/1/19 1/30/20	11,307,583 11,401,046	4/19/22 8/2/22	20210004003A1 20210237897A1	8/5/21
PDWK-01026US0	UNMANNED AERIAL VEHICLE WITH LATCHED NET ASSEMBLY	FLORENT ARNOUX; MATTHEW HERNANDEZ; MAX TUBMAN; MICHAEL DORNISCH; RYAN GURY	US - (United States)	Granted - (G)	16/777,595	1/30/20	11,401,047	8/2/22	20210237898A1	8/5/21
PDWK-01027US0	UNMANNED AERIAL VEHICLE WITH ROTATABLE NET ASSEMBLY	FLORENT ARNOUX; MATTHEW HERNANDEZ; MAX TUBMAN; MICHAEL DORNISCH; RYAN GURY	US - (United States)	Granted - (G)	16/777,607	1/30/20	11,402,857	8/2/22	20210240207A1	8/5/21
PDWK-01028US0	UNMANNED AERIAL VEHICLE WITH COLLAPSIBLE NET ASSEMBLY	FLORENT ARNOUX; MATTHEW HERNANDEZ; MAX TUBMAN; MICHAEL DORNISCH; RYAN GURY	US - (United States)	Granted - (G)	16/777,619	1/30/20	11,408,712	8/9/22	20210239434A1	8/5/21
PDWK-01030US0	MECHANICAL RELEASE DEVICE FOR UNIVIANNED AERIAL VEHICLE DROP-PAYLOAD	ADAM DAIGLER WETZEL; DYLANTHOMAS HAMM; FLORENT ARNOUX; MATTHEW A. HERNANDEZ; TAYLOR REED SCHOONOVER	US - (United States)	Filed - (F)	18/319,725	5/18/23				
PDWK-01031US0	UAV DROP-PIATE FOR DROP-PAYLOADS	ADAM DAIGLER WETZEL; DYLANTHOMAS HAMM; FLORENT ARNOUX; MATTHEW A. HERNANDEZ; TAYLOR REED SCHOONOVER	US - (United States)	Filed - (F)	18/319,738	5/18/23				
PDWK-01032US0	PLUG-AND-PLAY HUB FOR UNMANNED AERIAL VEHICLE	ADAM DAIGLER WETZEL; DYLAN THOMAS HAMM; PHILIP HERUHY	US - (United States)	Filed - (F)	63/506,578	6/6/23				
PDWK-01033US0	POWER DISTRIBUTION FOR AIRCRAFT	JARRED LEE BECK; PHILIP HERUHY; WILLIAM EDWARD ABELL	US - (United States)	Filed - (F)	63/506,577	6/6/23				
PDWK-01034US0	ADAPTIVE CONTROLLER FOR UNMANNED AIRCRAFT	PHILIP HERLIHY	US - (United States)	Filed - (F)	63/506,580	6/6/23				
		ADAM DAIGLER WETZEL; DYLAN THOMAS HAMM	US - (United States)	Filed - (F)	63/506,585	6/6/23				
PDWK-01035US1	SIGNAL INTELLIGENCE PAYLOAD FOR UNMANNED AERIAL VEHICLE	ADAM DAIGLERWETZEL; DYLANTHOMAS HAMM	US -{United States}	Filed - (F)	18/334,599	6/14/23				

EXHIBIT C

Trademarks

See attached.

TRADEMARK STATUS REPORT PERFORMANCE DRONE WORKS. LLC

PDW UNITED STATES PATENT AND TRADEMARK AND SERVICEMARK CLASS FILINGS

IC. 009 Computer hardware and software systems, downloadable software applications, and computer software for the development and production of drones and unmanned aerial vehicles; educational software featuring instruction in the field of drones and unmanned aerial vehicles (UAVs); DVDs featuring drone and unmanned aerial vehicles (UAVs) education and training materials and information about the operation, piloting, maintenance, development and production of drones and unmanned aerial vehicles (UAVs); virtual reality headsets and goggles; wireless transmitters for drones; batteries for drones.

IC 012. Drones and unmanned aerial vehicles (UAVs); drone kit sold as a unit comprised of a drone, drone transmitter, virtual reality headset, and drone replacement parts and batteries.

IC 016. Printed materials, namely, guides, manuals, technical specification documents, and instructional, educational, and teaching materials in the fields of drones and unmanned aerial vehicles (UAVs) and the piloting, repairing, maintenance, developing, and producing of drones and unmanned aerial vehicles; stickers; posters featuring information about drones and unmanned aerial vehicles (UAVs).

IC 025.Clothing, namely, T shirts, jackets, coats, sweatshirts and sweatpants, hoodies, pants, shirts, shorts, hats, beanies and caps.

IC 041.: Educational and training services, namely, conducting programs on professional drones and unmanned aerial vehicles (UAVs) and the piloting of drones and unmanned aerial vehicles (UAVs); educational and training services, namely, providing clinics, programs, classes, seminars, workshops, courses, and presentations in the fields of piloting of professional drones and unmanned aerial vehicles (UAVs) and professional drone and unmanned aerial vehicle (UAV) development, production, maintenance, and mechanics; educational services, namely, providing online instruction in the field of professional drones and unmanned aerial vehicles (UAVs) via an online website; providing a web site featuring non-downloadable instructional videos, guides, and instructional and technical manuals in the field of drones and unmanned aerial vehicles.

PRINCIPAL REGISTER REGISTRATIONS

STANDARD CHARACTER MARKS-TYPED FORMAT

Mark	Filing Date	Registration Numbe	r Matter Status	Next Action Date
Performance Drone Works	01/23/2018	6053773	REGISTERED 04/12/2020	04/12/2025-04/12/2026
Classes: 9, 12, 1	16, 25, 41		04/12/2020	Renewal due
PDW	01/23/2018	5897862	REGISTERED 10/29/2019	10/29/2024-10/29/2025
Classes: 9, 12,	16, 25, 41		, ,	Renewal due
DESIGN MARK	S- LOGO			
Circle/Triangle Design See attached				
Schedule A			EGISTERED 2/15/2020	12/15/2025-2026 Renewal due

Classes: 9, 12, 16, 41

PRINCIPAL REGISTER – USE APPLICATIONS

IC 012. Civilian or military drones and unmanned aerial vehicles (UAVs); Drone kits sold as a unit comprised of a civilian or military drone, an electronic signal transmitter and receiver for operating the drone, a virtual reality headset, batteries and structural replacement parts and fittings for the civilian or military drone.

IC 016.: Printed materials, namely, guides, manuals, technical specification documents, and instructional, educational, and teaching materials in the fields of drones and unmanned aerial vehicles (UAVs) and the piloting, repairing, maintenance, developing, and producing of drones and unmanned aerial vehicles; stickers; business cards, and posters featuring information about drones and unmanned aerial vehicles.

IC 021. water bottles, coffee cups, and mugs.

IC 041. Educational and training services, namely, conducting educational programs about the operation, maintenance and development of professional drones and unmanned aerial vehicles (UAVs) and the piloting of drones and unmanned aerial vehicles (UAVs); educational and training services, namely, providing clinics, classes, seminars, workshops, instructional courses, and presentations in the fields of piloting of professional drones and unmanned aerial vehicles (UAVs) and professional drone and unmanned aerial vehicle (UAV) development, production, maintenance, and mechanics; educational services, namely, providing online courses of instruction in the field of operating, piloting, maintaining, and repairing professional drones and unmanned aerial vehicles (UAVs) via an online website; providing a web site featuring non-downloadable instructional videos, guidebooks, and instructional and technical manuals in the field of operating, piloting, maintaining, and

repairing drones and unmanned aerial vehicles; Training in the use and operation of drones and unmanned aerial vehicles and consultation relating thereto.

Mark Filing Date Serial Number Matter Status Next Action Date

DESIGN MARKSLOCK-UP LOGO 10/15/2023 98224510 Awaiting Examination None

Circle/Triangle
Design with PDW
See attached
Schedule B

Classes: 9, 12, 16, 41

DESIGN MARKS-

LOCK-UP LOGO 10/14/2023 98224209 Awaiting Examination None

Circle/Triangle Design with PDW See attached Schedule B

Classes: 25: Clothing, in the nature of T shirts, polo shirts, hats and sweatshirts

STANDARD CHARACTER MARKS

C100 11/28/2022 97693170 Pending Office Action Response to Office Action

Due 12/10/2023 Classes 12 and 41

PRINCIPAL REGISTER -INTENT TO USE APPLICATIONS

Mark	Filing Date	Serial Num	ber Matter Status	Next Action Date
C100	12/22/2022	97728036		
			Published for Oppos 11/07/2023	sition Awaiting USPTO Response
Classes: 9				
S20	12/20/2022	97728037	Published for Oppo 11/07/2023	osition Awaiting USPTO
Classes: 9				Response
S20	11/28/2022	97693189	Pending USPTO Exam	Awaiting PTO Response
Classes: 12, 41				
N1	11/28/2022	97693185	Pending USPTO Exam	Awaiting PTO Response
Classes: 12, 41				
BLACKWAVE	11/14/2023	98269405	Pending USPTO Exam	Awaiting PTO Response
Classes: 9, 12,	41			

ABANDONED TRADEMARK APPLICATIONS

Mark Filing Serial Number Matter Status Next Action Date

STANDARD CHARACTERS MARK Intent to Use Applications

PDW CONTROL 01/08/2021 90454956 ABANDONED 04/03/2023 NONE

Classes: 12, 16, 41

PDW CONTROL 01/08/2021 90456176 ABANDONED 05/30/2022 NONE

Classes: 25

SPARO50 01/08/2021 90456152 ABANDONED 05/23/2022 NONE

Classes: 25

SPARO50 01/08/2021 90454856 ABANDONED 01/24/2022 NONE

Classes: 9, 12, 16, 21, 24, 35, 41

SPARO 90 01/08/2021 90456134 ABANDONED 05/23/2022 NONE

Classes: 25

SPARO90 01/08/2021 ABANDONED 07/17/2023 NONE

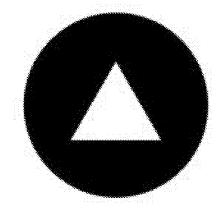
Classes: 9, 12, 16, 21, 41

BLACKWAVE 01/08/2021 90456167 ABANDONED 01/25/2022 NONE

Classes: 25

BLACKWAVE 01/08/2021 90454901 ABANDONED 01/24/2022 NONE

SCHEDULE A



SCHEDULE B



8

EXHIBIT D

Mask Works

None.

RECORDED: 01/28/2024