

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cubic Corporation		05/25/2021	Corporation: DELAWARE
CUBIC DEFENSE APPLICATIONS, INC.		05/25/2021	Corporation: CALIFORNIA
Cubic ITS, Inc.		05/25/2021	Corporation: TEXAS
CUBIC TRANSPORTATION SYSTEMS, INC.		05/25/2021	Corporation: CALIFORNIA
GATR TECHNOLOGIES, INC.		05/25/2021	Corporation: ALABAMA
ISR Systems, Inc.		05/25/2021	Corporation: DELAWARE
Nuvotronics, Inc.		05/25/2021	Corporation: DELAWARE
Pixia Corp.		05/25/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	2075677	CUBIC
Registration Number:	0780285	CUBIC
Registration Number:	3443813	CUBIC
Registration Number:	4380414	CUBIC
Registration Number:	5296663	CUBIC
Registration Number:	5246653	CUBIC ENABLING A SAFER WORLD
Registration Number:	5302209	CUBIC GLOBAL DEFENSE
Registration Number:	5246652	CUBIC GLOBAL. INNOVATIVE. TRUSTED.
Registration Number:	5370276	CUBIC INTELLIGENT TRAVEL MADE REAL
Registration Number:	0780286	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5291256	
Registration Number:	5241749	GLOBAL. INNOVATIVE. TRUSTED.
Registration Number:	5607164	MOTIONDSP
Registration Number:	6180487	NEXTTTRAINING
Registration Number:	2898808	CUBIC DEFENSE APPLICATIONS
Registration Number:	4973383	ENABLING A SAFER WORLD
Registration Number:	2694756	ICADS
Registration Number:	4326920	INTIFIC
Registration Number:	4797948	KÁDDEO
Registration Number:	2184645	MILES 2000
Registration Number:	4689362	NEUROBRIDGE
Registration Number:	2898800	P L S
Registration Number:	3287088	PRISIM
Registration Number:	3435096	PRISIM SUITE
Registration Number:	2734184	QUICKRANGE
Registration Number:	3751722	QUICKRANGE
Registration Number:	3034994	SHOOTBACK
Registration Number:	4771581	SPACE DOC
Registration Number:	5933611	SPEAR
Registration Number:	3605360	GRIDSMART
Registration Number:	5146133	GS2
Registration Number:	2279263	SIMTRAFFIC
Registration Number:	2277968	SYNCHRO
Registration Number:	3852591	SYNCHROGREEN
Registration Number:	6309290	TIDALWAVE
Registration Number:	6295581	TIDALWAVE
Registration Number:	2452322	TRAFFICWARE
Registration Number:	5525086	GATHER. COMPREHEND. ACT.
Registration Number:	5436006	GETTING YOU THERE. SMARTER.
Registration Number:	4610147	INTELLIGENT TRAVEL MADE REAL
Registration Number:	4790757	NEXTACCOUNT
Registration Number:	4790765	NEXTACCOUNT
Registration Number:	4983676	NEXTAGENT
Registration Number:	3789729	NEXTBUS
Registration Number:	5100635	NEXTBUS
Registration Number:	4790756	NEXTCITY
Registration Number:	4790766	NEXTCITY
Registration Number:	4786095	NEXTCONTACT

Property Type	Number	Word Mark
Registration Number:	3079048	NEXTFARE
Registration Number:	4790767	NEXTFARE
Registration Number:	2715984	TRI-READER
Registration Number:	4983697	URBAN INSIGHTS
Registration Number:	5184328	TERALOGICS
Registration Number:	4959242	GATR
Registration Number:	4959229	GATR TECHNOLOGIES
Registration Number:	4959235	GATR TRAC
Registration Number:	4965768	GATR-FLEX
Registration Number:	3423438	IKENA
Registration Number:	4788894	LIFE IN FULL MOTION
Registration Number:	4454530	UNIFIED VIDEO
Registration Number:	6259484	V
Registration Number:	6147590	VENTIGATR
Registration Number:	5339344	
Registration Number:	4009880	MILLIMITE
Registration Number:	2904663	YELLOW JACKET
Registration Number:	3013535	YELLOWJACKET
Registration Number:	4300140	N
Registration Number:	4139113	NUVOTRONICS
Registration Number:	3723903	POLYSTRATA
Registration Number:	6043009	HIPER CLOUD
Registration Number:	6280101	HIPER EARTH
Registration Number:	5248390	KIOSK
Registration Number:	6123276	HIPER DRIVE
Registration Number:	4041682	HIPER LOOK
Registration Number:	4041681	HIPER STARE
Registration Number:	4158801	HIPER WATCH
Registration Number:	3491406	PIXIA
Registration Number:	3655121	HIGH2LOW
Registration Number:	3655120	LOW2HIGH
Serial Number:	90369238	HIPER CUBE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/26/2021

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Cubic Corporation

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 25, 2021

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Alter Domus (US) LLC

Street Address: 225 West Washington Street, 9th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

80

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 25, 2021
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

2. CUBIC DEFENSE APPLICATIONS, INC.
Corporation: Citizenship – USA – CA

3. Cubic ITS, Inc.
Corporation: Citizenship – USA – TX

4. CUBIC TRANSPORTATION SYSTEMS, INC.
Corporation: Citizenship – USA – CA

5. GATR TECHNOLOGIES, INC.
Corporation: Citizenship – USA – AL

6. ISR Systems, Inc.
Corporation: Citizenship – USA – DE

7. Nuvotronics, Inc.
Corporation: Citizenship – USA – DE

8. Pixia Corp.
Corporation: Citizenship – USA – DE

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of May 25, 2021 (this “**Trademark Security Agreement**”), by Cubic Corporation, a Delaware corporation (“**Cubic**”), CUBIC DEFENSE APPLICATIONS, INC., a California corporation (“**CDAI**”), Cubic ITS, Inc., a Texas corporation (“**Cubic ITS**”), CUBIC TRANSPORTATION SYSTEMS, INC., a California corporation (“**CTS**”), GATR TECHNOLOGIES, INC., an Alabama corporation (“**GATR**”), ISR Systems, Inc., a Delaware corporation (“**ISR**”), Pixia Corp., a Delaware corporation (“**Pixia**”), and Nuvotronics, Inc., a Delaware corporation (together with Cubic, CDAI, Cubic ITS, CTS, GATR, ISR and Pixia, the “**Grantors**” and each, individually, a “**Grantor**”), in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of May 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Atlas CC Holding LLC, a Delaware limited liability company (“**Holdings**”), Atlas CC Acquisition Corp., a Delaware corporation (“**Atlas**”), the other Grantors party thereto and the Administrative Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit to the Borrowers, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of such Grantor, including those listed on Schedule I attached hereto and all proceeds and products of the foregoing.

The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference 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.

Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

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.

Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including the Liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement with respect to (i) the priority of the Liens and security interest in favor of the Administrative Agent or (ii) the Administrative Agent's right to exercise any remedies with respect to any Collateral, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

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

CUBIC CORPORATION

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PM)
Name: Anshooman Aga
Title: Chief Financial Officer

CUBIC DEFENSE APPLICATIONS, INC.

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PM)
Name: Anshooman Aga
Title: Chief Financial Officer

CUBIC ITS, INC.

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PM)
Name: Anshooman Aga
Title: Chief Financial Officer

CUBIC TRANSPORTATION SYSTEMS, INC.

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PM)
Name: Anshooman Aga
Title: Chief Financial Officer

GATR TECHNOLOGIES, INC.

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PM)
Name: Anshooman Aga
Title: Chief Financial Officer

ISR SYSTEMS, INC.

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PDF)
Name: Anshooman Aga
Title: Chief Financial Officer

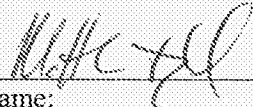
NUVOTRONICS, INC.

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PDF)
Name: Anshooman Aga
Title: Chief Financial Officer

PIXIA CORP.

By: *Anshooman Aga*
Anshooman Aga (May 3, 2021 11:42 PDF)
Name: Anshooman Aga
Title: Chief Financial Officer

ALTER DOMUS (US) LLC,
as the Administrative Agent






By: 
Name: _____
Title: Matthew Trybula
Associate Counsel


[Signature Page to Trademark Security Agreement]

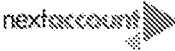

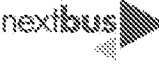

TRADEMARK
REEL: 007306 FRAME: 0602





**Schedule I
Trademark Registrations and Use Applications**

Trademark Registrations and Applications:

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
CUBIC	2,075,677	Cubic Corporation
CUBIC	0,780,285	Cubic Corporation
CUBIC	3,443,813	Cubic Corporation
CUBIC	4,380,414	Cubic Corporation
 CUBIC and New Design of Globe in Cube	5,296,663	Cubic Corporation
 CUBIC ENABLING A SAFER WORLD and New Design of Globe in Cube	5,246,653	Cubic Corporation
CUBIC GLOBAL DEFENSE	5,302,209	Cubic Corporation
 CUBIC GLOBAL. INNOVATIVE. TRUSTED. and New Design of Globe in Cube	5,246,652	Cubic Corporation
 CUBIC INTELLIGENT TRAVEL MADE REAL and New Design of Globe in Cube	5,370,276	Cubic Corporation
	0,780,286	Cubic Corporation

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
Design of Globe in Cube		
 Design of Globe in Cube - New Design	5,291,256	Cubic Corporation
GLOBAL.INNOVATIVE.TRUSTED.	5,241,749	Cubic Corporation
MOTIONDSP	5,607,164	Cubic Corporation
NEXTTRAINING	6180487	Cubic Corporation
CUBIC DEFENSE APPLICATIONS	2,898,808	CUBIC DEFENSE APPLICATIONS, INC.
ENABLING A SAFER WORLD	4,973,383	CUBIC DEFENSE APPLICATIONS, INC.
ICADS	2,694,756	CUBIC DEFENSE APPLICATIONS, INC.
INTIFIC	4,326,920	CUBIC DEFENSE APPLICATIONS, INC.
KÁDDEO	4,797,948	CUBIC DEFENSE APPLICATIONS, INC.
MILES 2000	2,184,645	CUBIC DEFENSE APPLICATIONS, INC.
NEUROBRIDGE	4,689,362	CUBIC DEFENSE APPLICATIONS, INC.
P L S	2,898,800	CUBIC DEFENSE APPLICATIONS, INC.
PRISIM	3,287,088	CUBIC DEFENSE APPLICATIONS, INC.
PRISIM SUITE	3,435,096	CUBIC DEFENSE APPLICATIONS, INC.
QUICKRANGE	2,734,184	CUBIC DEFENSE APPLICATIONS, INC.
QUICKRANGE	3,751,722	CUBIC DEFENSE APPLICATIONS, INC.
SHOOTBACK	3,034,994	CUBIC DEFENSE APPLICATIONS, INC.
SPACE DOC	4,771,581	CUBIC DEFENSE APPLICATIONS, INC.

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
SPEAR	5,933,611	CUBIC DEFENSE APPLICATIONS, INC.
GRIDSMART	3,605,360	Cubic ITS, Inc.
GS2	5,146,133	Cubic ITS, Inc.
SIMTRAFFIC	2,279,263	Cubic ITS, Inc.
SYNCHRO	2,277,968	Cubic ITS, Inc.
SYNCHROGREEN	3,852,591	Cubic ITS, Inc.
TIDALWAVE	6,309,290	Cubic ITS, Inc.
TIDALWAVE	6,295,581	Cubic ITS, Inc.
TRAFFICWARE	2,452,322	Cubic ITS, Inc.
GATHER. COMPREHEND. ACT.	5,525,086	CUBIC TRANSPORTATION SYSTEMS, INC.
GETTING YOU THERE. SMARTER.	5,436,006	CUBIC TRANSPORTATION SYSTEMS, INC.
INTELLIGENT TRAVEL MADE REAL	4,610,147	CUBIC TRANSPORTATION SYSTEMS, INC.
NEXTACCOUNT	4,790,757	CUBIC TRANSPORTATION SYSTEMS, INC.
 NEXTACCOUNT and Design in Color	4,790,765	CUBIC TRANSPORTATION SYSTEMS, INC.
NEXTAGENT 	4,983,676	CUBIC TRANSPORTATION SYSTEMS, INC.
NEXTBUS	3,789,729	CUBIC TRANSPORTATION SYSTEMS, INC.
 NEXTBUS and Design in Color	5,100,635	CUBIC TRANSPORTATION SYSTEMS, INC.
NEXTCITY	4,790,756	CUBIC TRANSPORTATION SYSTEMS, INC.
	4,790,766	CUBIC TRANSPORTATION SYSTEMS, INC.

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
 NEXTCITY and Design in Color		
NEXTCONTACT	4,786,095	CUBIC TRANSPORTATION SYSTEMS, INC.
NEXTFARE	3,079,048	CUBIC TRANSPORTATION SYSTEMS, INC.
 NEXTFARE and Design in Color	4,790,767	CUBIC TRANSPORTATION SYSTEMS, INC.
TRI-READER	2,715,984	CUBIC TRANSPORTATION SYSTEMS, INC.
URBAN INSIGHTS	4,983,697	CUBIC TRANSPORTATION SYSTEMS, INC.
TERALOGICS	5,184,328	GATR TECHNOLOGIES, INC.
GATR	4,959,242	GATR TECHNOLOGIES, INC.
GATR TECHNOLOGIES	4,959,229	GATR TECHNOLOGIES, INC.
GATR TRAC	4,959,235	GATR TECHNOLOGIES, INC.
GATR-FLEX	4,965,768	GATR TECHNOLOGIES, INC.
IKENA	3,423,438	GATR TECHNOLOGIES, INC.
LIFE IN FULL MOTION	4,788,894	GATR TECHNOLOGIES, INC.
UNIFIED VIDEO	4,454,530	GATR TECHNOLOGIES, INC.
V Stylized - New Logo	6,259,484	GATR TECHNOLOGIES, INC.
VENTIGATR	6,147,590	GATR TECHNOLOGIES, INC.
Shield Aviation Logo	5,339,344	ISR Systems, Inc.
MILLIMITE	4,009,880	NUVOTRONICS, INC.
YELLOW JACKET	2,904,663	NUVOTRONICS, INC.
 YELLOWJACKET and Design of Wasp	3,013,535	NUVOTRONICS, INC.
 Design of N - Nutronics Logo	4,300,140	NUVOTRONICS, INC.
NUVOTRONICS	4,139,113	NUVOTRONICS, INC.

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
POLYSTRATA	3,723,903	NUVOTRONICS, INC.
HIPER CLOUD	6,043,009	PIXIA Corp
HIPER EARTH	6,280,101	Pixia Corp
KIOSK	5,248,390	PIXIA Corp
HIPER DRIVE	6,123,276	Pixia Corp.
HIPER LOOK	4,041,682	Pixia Corp.
HIPER STARE	4,041,681	Pixia Corp.
HIPER WATCH	4,158,801	Pixia Corp.
PIXIA	3,491,406	Pixia Corp.
HIGH2LOW	3,655,121	GATR TECHNOLOGIES, INC.
LOW2HIGH	3,655,120	GATR TECHNOLOGIES, INC.
HIPER CUBE	90/369,238	Pixia Corp.