

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM791309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement Recorded at Reel/Frame 7525/0701		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLY BANK, as Collateral Agent		02/28/2023	Utah State Bank: UTAH
RECEIVING PARTY DATA			
Name:	VERTEX AEROSPACE, LLC		
Street Address:	555 Industrial Drive S.		
City:	Madison		
State/Country:	MISSISSIPPI		
Postal Code:	39110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6156026	VERTEX AEROSPACE	
Registration Number:	5848173	VERTEX AEROSPACE	
Registration Number:	6048672	AMMO	
Serial Number:	90076045	VAISR	
Registration Number:	6389641	INSITE	
Registration Number:	6389642	INSITE	
Serial Number:	87461223	PAX	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	109764-0058-007		
NAME OF SUBMITTER:	Nicole Mollica		

CH \$190.00 6156026

SIGNATURE:	/nicole mollica/
DATE SIGNED:	03/02/2023
Total Attachments: 14 source=Release of Intellectual Property Security Agreement - Ally Bank#page1.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page2.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page3.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page4.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page5.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page6.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page7.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page8.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page9.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page10.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page11.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page12.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page13.tif source=Release of Intellectual Property Security Agreement - Ally Bank#page14.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Release”) is dated as of February 28, 2023 and delivered by ALLY BANK, AS COLLATERAL AGENT for the Secured Parties under the Security Agreement referred to below (in such capacity, the “Collateral Agent”) in favor of Vertex Aerospace Services Corp., a Delaware corporation, Vertex Aerospace, LLC, a Delaware limited liability company, Vectrus Systems Corporation, a Delaware corporation, Advantor Systems, LLC, a Delaware limited liability company, Delex Systems, Incorporated, a Virginia corporation, Zenetex LLC, a Virginia limited liability company, and Higgins, Hermansen, Banikas, LLC, a Nevada limited liability company (collectively, the “Grantors” and each individually, a “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below) or the applicable IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Security Agreement, dated as of June 29, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among, VERTEX AEROSPACE INTERMEDIATE LLC, a Delaware limited liability company, the Grantors, the Collateral Agent and the other parties thereto, in order to secure payments of certain Secured Obligations, the Grantors were required to execute and deliver that certain Intellectual Property Security Agreement, dated as of June 29, 2018 (the “2018 IP Security Agreement”), that certain Intellectual Property Agreement Supplement, dated as of December 6, 2021 (the “2021 IP Supplement”) and that certain Intellectual Property Security Agreement, dated as of July 5, 2022 (the “2022 Security Agreement” and together with the 2018 IP Security Agreement and the 2021 IP Supplement, the “IP Security Agreements” and each an “IP Security Agreement”) pursuant thereto each applicable Grantor collaterally assigned, pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the Collateral and Additional Collateral (each as defined in each applicable IP Security Agreement), including without limitation those (i) Trademarks listed on Schedule I hereto, (ii) Patents listed on Schedule II hereto, and (iii) Copyrights listed on Schedule III hereto.

WHEREAS, pursuant to the 2018 IP Security Agreement, a security interest in certain Trademarks was recorded with the United States Patent and Trademark Office on July 2, 2018, at Reel 6369 Frame 0393.

WHEREAS, pursuant to the 2021 IP Supplement, a security interest in certain Trademarks was recorded with the United States Patent and Trademark Office on December 10, 2021, at Reel 7525 Frame 0701.

WHEREAS, pursuant to the 2021 IP Supplement, a security interest in certain Patents was recorded with the United States Patent and Trademark Office on December 10, 2021, at Reel 058957 Frame 0428.

WHEREAS, pursuant to the 2022 IP Security Agreement, a security interest in certain Trademarks was recorded with the United States Patent and Trademark Office on July 6, 2022, at Reel 7772 Frame 0010.

WHEREAS, pursuant to the 2022 IP Security Agreement, a security interest in certain Patents was recorded with the United States Patent and Trademark Office on July 6, 2022, at Reel 060592 Frame 0786.

WHEREAS, pursuant to the 2022 IP Security Agreement, a security interest in certain Copyrights was recorded with the United States Copyright Office on July 11, 2022, at Volume 15008 Doc. No. 283.

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Secured Obligations, and as a result desires to terminate and release the entirety of any security interest it may have in the Collateral and Additional Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby fully terminates, releases, cancels and forever discharges any and all security interests it has in the Collateral and Additional Collateral, terminates each IP Security Agreement, and retransfers, re-conveys and reassigns to the Grantors, as applicable, and without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent (if any) in, to or under the Collateral and Additional Collateral. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office and the United States Copyright Office note and record this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ALLY BANK, as Collateral Agent



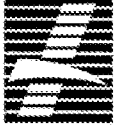



By: Joseph Skaferowsky
Name: Joseph Skaferowsky
Title: Authorized Signatory

SCHEDULE I
TRADEMARKS

Trademark	Serial Number	Filing Date
Vertex Aerospace	87824406	03/07/18
Vertex Aerospace	87824400	03/07/18

Trademark	Registration No./ Application No.	Registration Date/Filing Date
	6156026/87824400	9/22/2020
VERTEX AEROSPACE	584817/87824406	9/3/2019
AMMO	6048672/8821854	5/5/2020
VAISR	N/A/90076045	N/A
INSITE	6389641/87843461	6/15/2021
	6389642/87843516	6/15/2021
	87461223	5/23/2017

<u>Trademark</u>	<u>Registration No. / Application No.</u>	<u>Registration Date / Filing Date</u>
	5081645/ 86963249	11/15/2016
HITS	2415078/ 75589687	11/16/1998
HETA	2411789/ 75589688	11/16/1998
INFRATOUCH	4444183/ 85270964	12/3/2013
ADVANTOR	3739699/	6/17/09

	77762104	
IMONITOR	4024092/ 77922896	9/6/2011
IBADGE	2907400/ 76519715	11/30/2004
ADVANTOR	1933572/ 74384622	6/20/2017
	1993452/ 74721779	8/13/1996
	1993451/ 74721778	8/13/1996
	1993450/ 74721777	8/13/1996
	1993448/ 74721775	11/15/2016
INFRAGUARD	3277101/ 78684886	12/26/2000
SENTEL	3189443/ 78819245	12/26/2006
SENTEL	5226043/ 86954178	6/20/2017
	5230596/ 86970382	6/27/2017
	5230606/ 86972086	6/27/2017
BRILLIANT INNOVATIONS	5212051/ 87030247	5/30/2017
CRESTVIEW AEROSPACE	97274686	2/18/2022
CRESTVIEW AEROSPACE	97274573	2/18/2022

SCHEDULE II
PATENTS

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
09/960814	21 Sep 2001	6,543,328	08 Apr 2003
10/045874	10 Jan 2002	6,688,209	10 Feb 2004
10/040035	03 Jan 2002	6,666,351	23 Dec 2003
10/625119	23 Jul 2003	6,926,238	09 Aug 2005
10/734446	12 Dec 2003	6,973,865	13 Dec 2005
12/025212	04 Feb 2008	7814833	19 Oct 2010
10/824156	14 Apr 2004	7,451,700	18 Nov 2008
10996000	23 Nov 2004	7,083,148	01 Aug 2006
11013854	16 Dec 2004	7,437,221	14 Oct 2008
11031189	07 Jan 2005	7,420,476	02 Sep 2008

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
11/409946	24 Apr 2006	7,515,998	07 Apr 2009
12/174495	16 Jul 2008	8060006	15 Nov 2011
11/567536	06 Dec 2006	8449009	28 May 2013
11/615419	22 Dec 2006	7637460	29 Dec 2009
12/034520	20 Feb 2008	8090481	03 Jan 2012
12/130626	30 May 2008	8037824	18 Oct 2011
12/338505	18 Dec 2008	7946208	24 May 2011
12/355322	16 Jan 2009	8051776	08 Nov 2011
12/556705	10 Sep 2009	8333138	18 Dec 2012
12/405306	17 Mar 2009	8141468	27 Mar 2012

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
12/366451	05 Feb 2009	7885056	08 Feb 2011
12/366556	05 Feb 2009	8238106	07 Aug 2012
12/366258	05 Feb 2009	8477504	02 Jul 2013
12/366148	05 Feb 2009	8276849	02 Oct 2012
12/366540	05 Feb 2009	7746639	29 Jun 2010
12/874831	02 Sep 2010	8052444	08 Nov 2011
13/078141	01 Apr 2011	8608111	17 Dec 2013
12/874922	02 Sep 2010	8528478	10 Sep 2013
12/875797	03 Sep 2010	8635937	28 Jan 2014

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
12/875777	03 Sep 2010	8424439	23 Apr 2013
12/874878	02 Sep 2010	8369062	05 Feb 2013
12/576780	09 Oct 2009	8701953	22 Apr 2014
12/815256	14 Jun 2010	8345639	01 Jan 2013
13/109417	17 May 2011	8902085	02 Dec 2014
14/808410	24 Jul 2015	10330449	25 Jun 2019
12/982554	30 Dec 2010	8570717	29 Oct 2013
13/104470	10 May 2011	8872766	28 Oct 2014
14/055637	16 Oct 2013	8833225	16 Sep 2014

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
13/532543	25 Jun 2012	8584568	19 Nov 2013
29/461943	29 Jul 2013	D742371	03 Nov 2015
13/953365	29 Jul 2013	9171582	27 Oct 2015
14/532121	04 Nov 2014	9783296	10 Oct 2017
15/005805	25 Jan 2016	9747500	29 Aug 2017
15/786234	17 Oct 2017	10642345	05 May 2020
16/217766	12 Dec 2018	10914551	09 Feb 2021
16/269620	07 Feb 2019	11143489	12 Oct 2021
16/560186	04 Sep 2019	N/A	N/A

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
16/560115	04 Sep 2019	11015910	05 May 2021
16/410606	13 May 2019	11143481	12 Oct 2021
16/391831	23 Apr 2019	10992122	27 Apr 2021
16/668888	30 Oct 2019	10854019	01 Dec 2020
16/910898	24 Jun 2020	11539666	27 Dec 2022
09/903961	11 Jul 2001	6655254	02 Dec 2003
09/805849	14 Mar 2001	7145475	05 Dec 2006
11/231102	20 Sep 2005	7339495	04 Mar 2008
10/058511	28 Jan 2002	7068185	27 Jun 2006

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
10/058591	28 Jan 2002	6922156	26 Jul 2005
10/891824	15 Jul 2004	7,091,880	15 Aug 2006
11/206554	18 Aug 2005	7,545,287	09 Jun 2009
11/206553	18 Aug 2005	7,382,275	03 Jun 2008
15/851559	21 Dec 2017	11052434	28 June 2018
16/542439	16 Aug 2019	10970941	06 Apr 2021
12/024775	01 Feb 2008	8157565	17 Apr 2012
12/206339	08 Sep 2008	8312814	20 Nov 2012
16/272593	11 Feb 2019	10730625	04 Aug 2020

Application No.	Application Date	Patent No. / Pub. No.	Issue Date / Pub. Date
14/070250	01 Nov 2013	9163901	20 Oct 2015

Application No.	Application Date	Patent No./ Pub. No	Issue Date/ Pub Date
11/117,310	12 Aug 2008	7,411,490	12 Aug 2008
09/041,872	3 Aug 2001	6,211,732 (Expired)	03 April 2001
11/473,658	16 June 2009	7,549,106	16 June 2009
11/761,662	3 April 2012	8,151,175	03 April 2012
11/761,671	23 Aug 2011	8,006,170	23 Aug 2007
12/484,401	29 May 2012	8,190,964	29 May 2012
12/042,124	15 Feb 2011	7,889,021	15 Feb 2011
12/116,606	23 Aug 2011	8,005,452	28 Aug 2011
11/084,275	21 Nov 2006	7,138,936	21 Nov 2006
11/339,304	9 Sept 2008	7,423,575	09 Sept 2008

SCHEDULE III
COPYRIGHTS

Copyright Description	Copyright No.	Registration Date
iVisitor software.	TX0006182941	November 19, 2004
Universal controller circuit board software. Computer program.	TXu001210628	November 19, 2004
Firmware for digital cellular Compatibility. Computer program.	TXu001252815	July 29, 2005
Joint spectrum management system (JSMS). Printout.	TXu000609171	December 27, 1993
Communications coverage area planning system (COMCAPS). Machine readable work	TXu000596890	December 27, 1993
The GLBT (all extensions, including .com, .mobi, .net, .biz, .us)	TX0006468633	November 28, 2006
Delex high assurance software.	TXu001290605	February 17, 2006
CADAT 5.0.	TX0001928680	June 10, 1986