

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XCOR Aerospace, Inc.		05/31/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Space Florida		
Street Address:	505 Odyssey Way, Suite 300		
City:	Exploration Park		
State/Country:	FLORIDA		
Postal Code:	32953		
Entity Type:	independent special district, a body politic and corporate, subdivision of the State of Florida: FLORIDA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4837184	EXPLORERS WANTED	
Registration Number:	4568717	YOUR MISSION. OUR SHIP.	
Registration Number:	4377348	XCOR AEROSPACE	
Registration Number:	3745482	NON-BURNITE	
Registration Number:	3089898	XCOR	
Registration Number:	4035318	LYNX	
Registration Number:	3928924	LYNX	
CORRESPONDENCE DATA			
Fax Number:	3523766484		
<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:	352-372-9269		
Email:	ipteam@gray-robinson.com,maxwell.minch@gray-robinson.com,valinda.drumheller@		
Correspondent Name:	Maxwell L. Minch/GrayRobinson PA		
Address Line 1:	720 SW 2nd Ave., Suite 106		
Address Line 4:	Gainesville, FLORIDA 32601		
NAME OF SUBMITTER:	Maxwell L. Minch		
SIGNATURE:	/maxwell l minch/		
DATE SIGNED:	08/15/2016		

CH \$190.00 4837184

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of May 31, 2016, by and between XCOR Aerospace, Inc., a California corporation (the "Grantor") and Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida (the "Secured Party").

RECITALS

Secured Party has extended certain financing to Grantor (the "Loan") pursuant to the terms of that certain Security Agreement dated May 24th 2012, between Secured Party and Grantor (the "Security Agreement").

In order to induce Secured Party to enter into the Security Agreement and extend financing to Grantor, Grantor has agreed to grant a security interest in certain intangible property owned by Grantor to Secured Party for purposes of securing the obligations of Grantor to Secured Party. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Security Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

1.1 Any present and after acquired trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

1.2 Any and all design rights which may be available to grantor now or hereafter existing, created, acquired, or held;

1.3 Any and all claims for damages by way of past, present and future infringement 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;

1.4 All licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

1.5 All amendments, renewals and extensions of any of the Trademarks;

1.6 All General Intangibles relating to the foregoing;

1.7 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. Authorization and Request. Grantor authorizes and requests, if necessary, that the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

3.1 Grantor is the sole owner of the Intellectual Property Collateral;

3.2 Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

3.3 During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

3.4 Each of the Trademarks is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

3.5 Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any;

3.6 Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Intellectual Property Collateral. Grantor shall provide to Secured Party any information with respect thereto reasonably requested by Secured Party. Secured Party shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the Trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

3.7 Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark not specified in Exhibits A to this Agreement;

3.8 Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

3.9 This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Security Agreement ;

3.10 All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

3.11 Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent. Grantor has not and will not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way limit the creation of a security interest in Grantor's property, including the Intellectual Property Collateral;

3.12 Grantor has used and will continue to use any legally required statutory notice in connection with its use of each of its material Trademarks; and

3.13 Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Further Assurances; Attorney-in-Fact.

4.1 On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring

and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

4.2 Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, thereof, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the UCC.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

5.1 An Event of Default occurs under the Security Agreement , any other agreement between Grantor and Secured Party; or

5.2 Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have a nonexclusive, royalty free license to use the Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Notices. All notices, demands and other communications which are required to be given, served or sent pursuant to this Agreement will be in writing and will be delivered personally, by facsimile, or sent by air courier or first class certified or registered mail, return receipt requested and postage prepaid to the addresses listed on the signature page hereto.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

11. Choice of Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Florida, without regard for choice of law provisions.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

XCOR Aerospace, Inc.,
a California corporation

By: [Signature]
Name: John H. Gibson II
Title: President/CEO

Address: 1314 Flight Line
Mojave, CA 93501

SECURED PARTY:

Space Florida, an independent special district, a
body politic and corporate, and a subdivision of the
State of Florida

By: [Signature]
Name: HOWARD J. MAJE
Title: VP & TREASURER

Address: 505 ODYSSEY WAY, SUITE 300
EXPLORATION PARK, FL. 32953

**EXHIBIT A
TRADEMARKS**

Trademark	Registrant	Registration Number Registration Date
EXPLORERS WANTED Class 39 - Providing a website featuring information on space flight tourism.	XCOR Aerospace, Inc.	Serial No: 85934035 Reg No: 4837184 Reg Date: 10/20/2015
YOUR MISSION. OUR SHIP. Class 12, 37, 39, 40, 41, 42 - Suborbital vehicles, etc.	XCOR Aerospace, Inc.	Serial No: 85552042 Reg No: 4568717 Reg Date: 07/15/2014
XCOR AEROSPACE Class 7, 12, 35, 39, 40, 41, 42 - Rocket engines for aircraft, Suborbital vehicles, etc.	XCOR Aerospace, Inc.	Serial No: 85574958 Reg No: 4377348 Reg Date: 07/30/2013
NON-BURNITE Class 17 - Composite materials	XCOR Aerospace, Inc.	Serial No: 78856136 Reg No: 3745482 Reg Date: 07/17/2007
XCOR Class 35, 40, 42 - Spaceflight hardware	XCOR Aerospace, Inc.	Serial No: 78615151 Reg No: 3089898 Reg Date: 05/09/2006
LYNX Class 18, 21, 25 - Merchandise	XCOR Aerospace, Inc.	Serial No: 77503576 Reg No: 4035318 Reg Date: 10/04/2011
LYNX Class 12 - Space vehicles, namely suborbital rockets.	XCOR Aerospace, Inc.	Serial No: 77503574 Reg No: 3928924 Reg Date: 03/08/2011