

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Assembly Space, Inc.		04/05/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prudential Impact Investments Private Debt LLC		
<b>Street Address:</b>	751 Broad Street, 15th Floor		
<b>City:</b>	Newark		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4039540	GENERAL ASSEMBLY	
<b>Registration Number:</b>	4074897	GA GENERAL ASSEMBLY	
<b>Registration Number:</b>	4714907	GENERAL ASSEMBLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126096921		
<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>			
<b>Phone:</b>	(212) 609-6800		
<b>Email:</b>	jdonoian@mccarter.com, mandrews@mccarter.com		
<b>Correspondent Name:</b>	James H. Donoian		
<b>Address Line 1:</b>	245 Park Avenue, 27th Floor		
<b>Address Line 2:</b>	McCarter & English, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10167		
<b>ATTORNEY DOCKET NUMBER:</b>	092270-00217 (SEC AGRMT)		
<b>NAME OF SUBMITTER:</b>	James H. Donoian		
<b>SIGNATURE:</b>	/jd/		
<b>DATE SIGNED:</b>	04/20/2017		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is entered into as of April 5, 2017, by **GENERAL ASSEMBLY SPACE, INC.**, a Delaware corporation ("**Grantor**"), to and in favor of **PRUDENTIAL IMPACT INVESTMENTS PRIVATE DEBT LLC**, a Delaware limited liability company ("**Agent**"), in its capacity as agent for the Lenders (in such capacity, "**Secured Party**") identified in the Loan Agreement dated as of the date hereof (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "**Loan Agreement**") among Grantor, Secured Party and the Lenders party thereto from time to time.

### RECITALS

A. Pursuant to the Loan Agreement, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party a Pledge and Security Agreement dated as of the date hereof (the "**Security Agreement**"), granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of intellectual property, in particular.

**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 Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following intellectual property and related assets, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "**Collateral**" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty

patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(d) 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;

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

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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.

Notwithstanding the foregoing the term “Collateral” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent to use” trademarks would be contrary to applicable Law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another Person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable Law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse

or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

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

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within 30 days after the last day of each fiscal quarter, a report signed by a Responsible Officer of Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) [Reserved]; and

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within 30 days after the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may request in its sole discretion from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral.

3. Further Assurances; Attorney in Fact.

(a) 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 the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and 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 Collateral.

(b) 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 Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or 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 Collateral without the signature of Grantor where permitted by Law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the UCC as in effect in the State of New York.

4. Events of Default. The occurrence of any Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Governing Law, Jurisdiction; Waiver of Right to Trial by Jury; Reinstatement. Sections 10.13, 10.14 and 10.17 are incorporated into this joinder as if stated in full herein, mutatis mutandis.

7. 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.

[Signature Pages Follow]

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

Address of Secured Party:

902 Broadway, 4<sup>th</sup> Fl.  
New York, NY 10010  
Attn: Jake Schwartz

GRANTOR:

GENERAL ASSEMBLY SPACE, INC.

By: 

Name: Jacob Schwartz

Its: CEO

Address of Secured Party:

Prudential Impact Investments Private Debt  
LLC,  
751 Broad Street, 15<sup>th</sup> Floor  
Newark, NJ 07102  
Attn: Gerald Pambo-Awich

SECURED PARTY:

PRUDENTIAL IMPACT INVESTMENTS  
PRIVATE DEBT LLC

By: \_\_\_\_\_

Name: Ommeed Sathe  
Title: President

*[Signature page to Intellectual Property Security Agreement]*

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

Address of Secured Party:

902 Broadway, 4<sup>th</sup> Fl.  
New York, NY 10010  
Attn: Jake Schwartz

GRANTOR:

GENERAL ASSEMBLY SPACE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address of Secured Party:

Prudential Impact Investments Private Debt  
LLC,  
751 Broad Street, 15<sup>th</sup> Floor  
Newark, NJ 07102  
Attn: Gerald Pambo-Awich

SECURED PARTY:

PRUDENTIAL IMPACT INVESTMENTS  
PRIVATE DEBT LLC

By:  \_\_\_\_\_

Name: Ommeed Sathe

Title: President

*[Signature page to Intellectual Property Security Agreement]*



EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description


Registration/Serial Number

Registration /Application  
Date

None.

EXHIBIT C

**U.S. Trademarks**

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
GENERAL ASSEMBLY (Classes 35 and 42)	4039540	October 11, 2011 (Registration Date) (assigned from original owner)
 <b>GENERAL ASSEMBLY</b> GENERAL ASSEMBLY Logo (Classes 35 and 42)	4074897	December 20, 2011 (Registration Date) (assigned from original owner)
GENERAL ASSEMBLY (Classes 16, 35, and 41) New York State	R32364, S22841	February 28, 2014 (Registration Date)
GENERAL ASSEMBLY (Classes 16, 35, 36 and 41)	4714907	April 7, 2015 (Registration Date)