

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neptec Design Group Limited		10/18/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West. 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87863499	TRIDAR	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000326323		
NAME OF SUBMITTER:	Chris R. Andersen		
SIGNATURE:	/Chris R. Andersen/		
DATE SIGNED:	10/25/2019		
Total Attachments: 7			
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U.S. PATENT AND TRADEMARK SECURITY AGREEMENT

This U.S. PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, this **Agreement**), is made by NEPTEC DESIGN GROUP LTD. (the **Grantor**), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent (in such capacity, the **Agent**) for the benefit of the Lenders (as defined herein), in accordance with the Restated Credit Agreement dated as of October 5, 2017 among Maxar Technologies Inc. (the "**US Borrower**"), MDA Systems Holdings Ltd. (the "**Cdn. Borrower**" and, together with the US Borrower, the "**Borrowers**"), Royal Bank of Canada, as administrative agent and Collateral Agent, and the lenders from time to time party thereto (the **Lenders**), as amended by each of that certain First Amending Agreement, dated as of December 21, 2018, that certain Second Amending Agreement, dated as of December 21, 2018 (as amended by that certain Amending Agreement in respect of such Second Amending Agreement, dated as of January 15, 2019) and as supplemented by that certain Assumption and Novation Agreement dated as of January 1, 2019 (as so amended and supplemented, and as may be further amended, restated or amended and restated, the **Credit Agreement**).

WITNESSETH:

WHEREAS, as required by the Credit Agreement, the Grantor has granted to the Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral (as defined below) referred to in Section 1 below; and

WHEREAS, pursuant to the Credit Agreement, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent agree as follows:

1. Grant of Security

The Grantor hereby grants to the Agent for the benefit of the Lenders (as defined in the Credit Agreement) a security interest in and to all of such Grantor's right, title and interest in and to its Patents and Trademarks (each as defined below), including the following (the **Collateral**):

- (a) all present and future United States of America and foreign patents, design patents and certificates of invention that may be developed or acquired by or on behalf of such Grantor, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to, the patents set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security and this Agreement which shall be executed and delivered by such Grantor to the Agent from time to time, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the **Patents**);
- (b) all present and future United States of America and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Security and this Agreement which shall be executed and delivered by such Grantor to the Agent from time to time, together with the goodwill connected with the

use thereof and symbolized thereby and all extensions and renewals thereof (the **Trademarks**);

- (c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Security for Obligations**

This Agreement secures, and the Collateral is collateral security for, with respect to the Grantor, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of the Obligations (as such term is defined in the Credit Agreement).

3. **Scope of Security Interest**

To the extent that the creation of the security interest would result in the termination of any agreement, license or permit of the Grantor or to the extent any such Patent or Trademark would otherwise constitute Excluded Collateral (as defined in the Credit Agreement) (each, a **Restricted Asset**), the security interest will not attach to the Restricted Asset for so long as it remains the Restricted Asset. Notwithstanding anything in this Section 3 to the contrary, the Grantor shall grant to the Agent a security interest in any Collateral that ceases to be a Restricted Asset as a result of obtaining the consent of the other party or otherwise.

4. **Recordation**

The Grantor authorizes and agrees that it will, at its own expense, cause this Agreement, and any supplements or amendments thereto, to be recorded at the United States Trademark and Patent Office (and any successor office and any similar office in any United States state). The Grantor authorizes the United States Commissioner for Patents, the United States Commissioner for Trademarks and any other government officials to record and register this Agreement.

5. **Supplemental Security**

This Agreement is in addition to and without prejudice to all other security now held or which may hereafter be held by the Agent.

6. **Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Grants, Rights and Remedies

This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

9. Successors, etc.

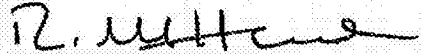
In this Agreement:


- (a) reference to any body corporate or partnership shall include successors thereto, whether by way of amalgamation or otherwise;
- (b) references to any statute, enactment or legislation or to any section or provision thereof include a reference to any order, ordinance, regulation, rule or by-law or proclamation made under or pursuant to that statute, enactment or legislation and all amendments, modifications, consolidations, re-enactments or replacements thereof or substitutions therefor from time to time; and
- (c) reference to any agreement (including without limitation any definitions in or portions of an agreement incorporated herein by reference), instrument, Permit or other document shall include reference to such agreement, instrument, Permit or other document as the same may from time to time be amended, supplemented, replaced or restated.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

NEPTEC DESIGN GROUP LTD.,
as a Grantor

Per: 
Name: RANDALL H. LYNCH
Title: President and Treasurer

Per: 
Name: LAURIE ROWLETTE
Title: Secretary

ROYAL BANK OF CANADA, as the Collateral Agent

Per:



Name: Helena Sadowski
Title: Manager, Agency

Per:

Name:
Title:

[Signature page to U.S. Patent and Trademark Security Agreement (Neptec)]

TRADEMARK
REEL: 006780 FRAME: 0177

**Schedule A
Patents And Patent Applications**

I. U.S. Patents

Country	Patent Number	Title	Owner of Record	Filing Date	Patent Issue Date
USA	D508565	Data collection unit	Neptec Design Group Ltd.	2004/04/26	2005/08/16
USA	8781790	Return Pulse Shape Analysis for Falling Edge Object Discrimination of Aerosol LIDAR	Neptec Design Group Ltd.	2011/08/16	2014/07/15
USA	9255790	Wide Angle Bistatic Scanning Optical Ranging Sensor	Neptec Design Group Ltd.	2013/11/26	2016/02/09
USA	9791555	High Speed 360 Degree Scanning LIDAR Head	Neptec Design Group Ltd.	2015/03/16	2017/10/17

II. U.S. Patent Applications

None.

**Schedule B
Trademark And Trademark Applications**

I. U.S. Trademarks

None.

II. U.S. Trademark Applications

Country	Trademark	Application No.	Application Date	Record Owner
USA	TRIDAR	87863499	2018/04/04	Neptec Design Group Ltd.