

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spaceflight, Inc.		10/31/2019	Corporation:
SFI IP Holdco, LLC		10/31/2019	Limited Liability Company:
Spaceflight Industries, Inc.		10/31/2019	Corporation:
BlackSky Global LLC		10/31/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Intelsat Jackson Holdings SA, as Collateral Agent		
Street Address:	7900 Tysons One Place		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Société Anonyme (Sa): LUXEMBOURG		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5433870	SPACEFLIGHT	
Registration Number:	4797753	GOT LAUNCHED	
Registration Number:	4757901	GOT LAUNCHED	
Registration Number:	4542505	GET LAUNCHED	
Registration Number:	4441007	SHERPA	
Registration Number:	4481828	DECAPOD	
Registration Number:	5775810	BLACKSKY	
Registration Number:	5835023	YOUR WORLD NOW	
Registration Number:	4862557	BLACKSKY GLOBAL	
Registration Number:	4787521	OPENWHERE	
Registration Number:	4541510	CORTEX	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		

CH \$290.00 5433870

Email: qluflood@wsgr.com
Correspondent Name: WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL
Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300
Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 44729.029

NAME OF SUBMITTER: Qui Lu Flood

SIGNATURE: /Qui Lu Flood/

DATE SIGNED: 10/31/2019

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, THE UNDERSIGNED (each a “**Grantor**” and collectively, “**Grantors**”), each own and uses in such Grantor’s business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, SFI IP Holdco, LLC, a Delaware limited liability company (“**IP Holdco**”), Spaceflight Industries, Inc., a Delaware corporation (“**Parent**”), Spaceflight, Inc., a Washington corporation (“**Spaceflight, Inc.**”), Spaceflight Systems, Inc., a Washington corporation (“**Spaceflight Systems**”), BlackSky Global LLC, a Delaware limited liability company (“**BlackSky Global**”), and BlackSky Geospatial Solutions, Inc. (f/k/a OpenWhere, Inc.), a Delaware corporation (“**BlackSky Geospatial**”, and together with IP Holdco, Parent, Spaceflight, Inc., Spaceflight Systems, BlackSky Global and BlackSky Geospatial, each, a “**Co-Borrower**” and collectively, the “**Co-Borrowers**”) has entered into an Amended and Restated Loan and Security Agreement dated as of October 31, 2019 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) with Intelsat Jackson Holdings SA (“**Intelsat**”), as lender, Seahawk SPV Investment LLC, as lender, the other lenders from time to time party thereto (such lenders, together with their respective successors and assigns are referred to therein each, individually, as a “**Lender**” and, collectively, as the “**Lenders**”), Intelsat, as collateral agent for the Lenders (in its capacity as collateral agent for the benefit of the Lenders, the “**Collateral Agent**”) pursuant to which the Lenders have made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend a term loan to the Company; and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral to the extent constituting Collateral (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Loan Agreement, each Grantor hereby grants Collateral Agent to secure the payment and performance in full of all of the Obligations (as defined in the Loan Agreement), a continuing security interest in, to and under and pledges to Collateral Agent, all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”), in each case, solely to the extent constituting Collateral:

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all Trademarks (as defined in the Loan Agreement) (including, without limitation, the trademarks set forth on Schedule A annexed hereto); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments

under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Security Interest in Trademarks, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

This Grant of Security Interest in Trademarks may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Grant of Security Interest in Trademarks by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Loan Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Grant of Security Interest in Trademarks and the Loan Agreement, the terms of the Loan Agreement shall govern.

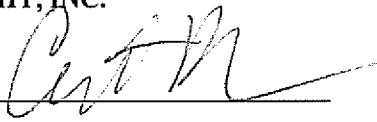
THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 31 day of October, 2019.

GRANTORS:

SPACEFLIGHT, INC.

By: _____

Name: Curt Blake

Title: President

SFI IP HOLDCO, LLC

By: _____

Name: Brian O'Toole

Title: President

SPACEFLIGHT INDUSTRIES, INC.

By: _____

Name: Brian O'Toole

Title: President

BLACKSKY GLOBAL LLC

By: _____

Name: Brian Daum

Title: Manager

[Signature Page to Grant of Trademark Security Interest – Intelsat]

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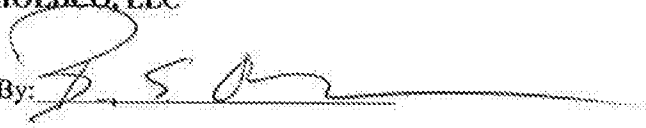
SPACEFLIGHT, INC.

By: _____

Name: Curt Blake

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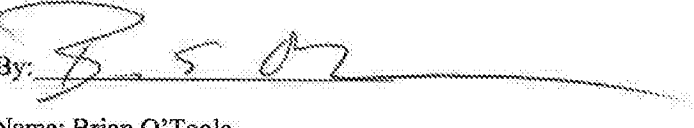
SFI IP HOLDCO, LLC

By:  _____

Name: Brian O'Toole

Title: President

SPACEFLIGHT INDUSTRIES, INC.

By:  _____

Name: Brian O'Toole

Title: President

BLACKSKY GLOBAL LLC

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By: _____

Name: Brian O'Toole

Title: President

BLACKSKY GLOBAL LLC

By:  _____

Name: Brian Daum

Title: Manager

[Signature Page to Grant of Trademark Security Interest -- Intelsat]

**SCHEDULE A
TO
GRANT OF SECURITY INTEREST IN TRADEMARKS**

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
SFI IP Holdco, LLC	SPACEFLIGHT 	86/862,214	12/30/2015	5,433,870	03/27/2018	Live
Spaceflight, Inc.	Got Launched	86/195,714	02/17/2014	4,797,753	08/25/2015	Live
Spaceflight, Inc.	Got Launched	86/975,829	02/17/2014	4,757,901	06/16/2015	Live
Spaceflight, Inc.	Get Launched	86/049,281	08/27/2013	4,542,505	06/03/2014	Live
Spaceflight, Inc.	SHERPA	85/647,841	06/09/2012	4,441,007	11/26/2013	Live
Spaceflight, Inc.	Decapod	85/647,838	06/09/2012	4,481,828	02/11/2014	Live
Blacksky Global LLC	BLACKSKY	86/771,145	09/28/2015	5775810	06/11/2019	Live
Blacksky Global LLC	YOUR WORLD NOW	86/721,757	08/11/2015	5835023	08/13/2019	Live
SFI IP Holdco, LLC	BlackSky Global	86/583,345	03/31/2015	4,862,557	12/01/2015	Live
SFI IP Holdco, LLC	OPENWHERE	86/976,603	09/26/2013	4,787,521	08/04/2015	Live
SFI IP Holdco, LLC	cortex	85/709,924	08/22/2012	4,541,510	06/03/2014	Live