

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFI IP Holdco, LLC		10/31/2019	Limited Liability Company: DELAWARE
Spaceflight, Inc.		10/31/2019	Corporation: WASHINGTON
Blacksky Global LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mitsui & Co. (U.S.A.), Inc.		
Street Address:	1201 Third Avenue, Suite 1560		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: NEW YORK		
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:			
<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:	4159848700		

CH \$290.00 5433870

TRADEMARK

Email: lagueda@omm.com
Correspondent Name: Lisa Agueda
Address Line 1: 2 Embarcadero Center Fl 28
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Lisa Agueda, Attorney

SIGNATURE: /Lisa Agueda/

DATE SIGNED: 11/01/2019

Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

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, Spaceflight Industries, Inc., a Delaware corporation (the “**Company**”), has entered into a 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 Mitsui & Co. (U.S.A.), Inc., a New York corporation (“**Secured Party**”) pursuant to which Secured Party has 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, each Grantor has executed and delivered that certain Guaranty 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 “**Guaranty**”) in favor of Secured Party, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of the Company under the Loan Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a 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 “**Security Agreement**”), among Grantors, Secured Party and the other parties thereto, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral to the extent constituting Collateral (as defined in the Security 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 Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to 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, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including,

without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; 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 Secured Party 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 Trademark Security Interest, 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.


Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

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 31st 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 Trademark Security Agreement]

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[Signature Page to Trademark Security Agreement]

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BLACKSKY GLOBAL LLC

By:  _____
Name: Brian Daum
Title: Manager

[Signature Page to Trademark Security Agreement]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

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

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RECORDED: 11/01/2019

**TRADEMARK
REEL: 006785 FRAME: 0939**