

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DigitalGlobe, Inc.		12/11/2019	Corporation: DELAWARE
Radiant Geospatial Solutions LLC		12/11/2019	Limited Liability Company: DELAWARE
Space Systems/Loral, LLC		12/11/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	15950 N. Dallas Parkway, Suite 550		
Internal Address:	Global Capital Markets		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75248		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	75025772	DIGITALGLOBE	
Serial Number:	75319557	DIGITALGLOBE	
Serial Number:	75923645	DIGITALGLOBE	
Serial Number:	76265969	DIGITALGLOBE	
Serial Number:	85880376	DIGITALGLOBE	
Serial Number:	75923670	DIGITALGLOBE.COM	
Serial Number:	85301973	FIRSTLOOK	
Serial Number:	86817700	GEOHIVE	
Serial Number:	77412508	IMAGECONNECT	
Serial Number:	74657171	ORBIMAGE	
Serial Number:	75150418	ORBVIEW	
Serial Number:	76235675	PHOTOMAPPER	
Serial Number:	78441732	ROADTRACKER	
Serial Number:	75798943	SECONDS ON ORBIT	
Serial Number:	87181557	SECUREWATCH	

OP \$790.00 75025772

Property Type	Number	Word Mark
Serial Number:	87075825	SEE A BETTER WORLD
Serial Number:	85880340	SEEING A BETTER WORLD
Serial Number:	75845602	SOO
Serial Number:	87232837	SPACENET
Serial Number:	86440216	WORLDVIEW
Serial Number:	86440266	WORLDVIEW
Serial Number:	86440302	WORLDVIEW
Serial Number:	85982241	WORLDVIEW GLOBAL ALLIANCE
Serial Number:	85429345	CROPCAST
Serial Number:	78066878	EARTHSAT
Serial Number:	86821336	NATURALVUE
Serial Number:	86976237	OPTIVISTA
Serial Number:	86485256	PCM
Serial Number:	85846452	SSL
Serial Number:	85846458	SSL
Serial Number:	85846470	SSL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2126834120

Email: luis.rodriguez@unitedcorporate.com

Correspondent Name: Doris Ka

Address Line 1: 80 PINE STREET

Address Line 2: C/O CAHILL GORDON & REINDEL LLP

Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/12/2019

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. DigitalGlobe, Inc.
1300 W. 120th Ave.
Westminster, CO 80234
Corporation - Delaware, USA
- 2. Radiant Geospatial Solutions LLC
1300 W. 120th Ave.
Westminster, CO 80234
Limited Liability Company - Delaware, USA
- 3. Space Systems/Loral, LLC
825 Fabian Way
Palo Alto, CA 94303
Limited Liability Company - Delaware, USA

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 11, 2019

- Assignment Merger
- Security Agreement Change of Name
- Other Security Agreement (Notes)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association,
as Notes Collateral Agent

Street Address: Global Capital Markets

City: 15950 N. Dallas Parkway, Suite 550

State: Dallas, TX 75248

Country: USA Zip: _____

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1804 (Notes)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 31


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 
Signature
Doris Ka
Name of Person Signing

December 11, 2019
Date

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association, in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors and Maxar Technologies Inc., a Delaware corporation (the “**Company**”) are party to that certain Security Agreement, dated as of December 11, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Notes Collateral Agent pursuant to which the Grantors have agreed to execute and deliver this Trademark Security Agreement (this “**Trademark Security Agreement**”); and

WHEREAS, (x) SSL Robotics LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company (the “**Escrow Issuer**”), Wilmington Trust, National Association, as trustee, and the Notes Collateral Agent entered into that certain indenture, dated as of December 2, 2019 (the “**Base Indenture**”), pursuant to which the Escrow Issuer has issued \$1,000,000,000 aggregate principal amount of its 9.750% Senior Secured Notes due 2023, and (y) the Company, the other Grantors party thereto, and the Trustee, entered into that certain Supplemental Indenture, dated as of the December 11, 2019 (the “**Supplemental Indenture**”, and together with the Base Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time), the “**Indenture**”), pursuant to which, on the date thereof, (i) the Company has assumed all rights and obligations of the Escrow Issuer under the Notes and the Indenture, and (ii) each Grantor has agreed to secure such Grantor’s obligations under the Notes and the Indenture as set forth herein;

WHEREAS, on the Escrow Release Date (as defined in the Indenture), the Company will assume all rights and obligations of the Escrow Issuer under the Notes and the Indenture;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) trademarks of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Assets); and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Grantors in accordance with Section 5.1 of the Security Agreement, the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. First Lien Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the First Lien Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

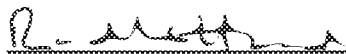
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

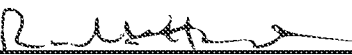
Very truly yours,

Grantors:

DIGITALGLOBE, INC.
SPACE SYSTEMS/LORAL, LLC

By: 
Name: Randall H. Lynch
Title: President and Treasurer

RADIANT GEOSPATIAL SOLUTIONS LLC

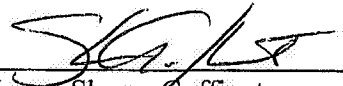
By: 
Name: Randall H. Lynch
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006813 FRAME: 0960

Accepted and Agreed to:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

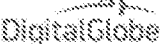
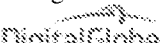
By: 
Name: Shawn Goffinet
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006813 FRAME: 0961

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications/Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	DigitalGlobe, Inc.	DIGITALGLOBE	75025772	11/30/1995	2136168	02/10/1998
2.	DigitalGlobe, Inc.	DIGITALGLOBE	75319557	07/03/1997	2264047	07/27/1999
3.	DigitalGlobe, Inc.	DIGITALGLOBE	75923645	02/22/2000	2484701	09/04/2001
4.	DigitalGlobe, Inc.	DIGITALGLOBE & Design 	76265969	05/31/2001	2653714	11/26/2002
5.	DigitalGlobe, Inc.	DIGITALGLOBE & Design 	85880376	03/19/2013	4653570	12/09/2014
6.	DigitalGlobe, Inc.	DIGITALGLOBE.CO M	75923670	02/22/2000	2487069	09/11/2001
7.	DigitalGlobe, Inc.	FIRSTLOOK	85301973	04/22/2011	4180489	07/24/2012
8.	DigitalGlobe, Inc.	GEOHIVE	86817700	11/12/2015	5341290	11/21/2017
9.	DigitalGlobe, Inc.	IMAGECONNECT	77412508	03/04/2008	3614695	05/05/2009
10.	DigitalGlobe, Inc.	ORBIMAGE	74657171	03/17/1995	2039409	02/18/1997
11.	DigitalGlobe, Inc.	ORBVIEW	75150418	08/14/1996	2091116	08/26/1997
12.	DigitalGlobe, Inc.	PHOTOMAPPER	76235675	03/30/2001	2593257	07/09/2002
13.	DigitalGlobe, Inc.	RoadTracker	78441732	06/25/2004	3482049	08/05/2008
14.	DigitalGlobe, Inc.	SECONDS ON ORBIT	75798943	09/13/1999	2470721	07/17/2001
15.	DigitalGlobe, Inc.	SECUREWATCH	87181557	09/23/2016	5465351	05/08/2018
16.	DigitalGlobe, Inc.	SEE A BETTER WORLD	87075825	06/17/2016	5192964	04/25/2017
17.	DigitalGlobe, Inc.	SEEING A BETTER WORLD	85880340	03/19/2013	4653569	12/09/2014
18.	DigitalGlobe, Inc.	SOO	75845602	11/10/1999	2385734	09/12/2000
19.	DigitalGlobe, Inc.	SPACENET	87232837	11/10/2016	5586842	10/16/2018
20.	DigitalGlobe, Inc.	WORLDVIEW	86440216	10/30/2014	4816466	09/22/2015

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
21.	DigitalGlobe, Inc.	WORLDVIEW	86440266	10/30/2014	4816469	09/22/2015
22.	DigitalGlobe, Inc.	WORLDVIEW	86440302	10/30/2014	4816472	09/22/2015
23.	DigitalGlobe, Inc.	WORLDVIEW GLOBAL ALLIANCE	85982241	04/01/2010	4585810	08/12/2014
24.	Radiant Geospatial Solutions LLC	CROPCAST	85429345	09/22/2011	4146215	05/22/2012
25.	Radiant Geospatial Solutions LLC	EARTHSAT	78066878	06/01/2001	2615486	09/03/2002
26.	Radiant Geospatial Solutions LLC	NATURALVUE	86821336	11/16/2015	5006792	07/26/2016
27.	Radiant Geospatial Solutions LLC	OPTIVISTA	86976237	03/11/2014	4766062	06/30/2015
28.	Radiant Geospatial Solutions LLC	PCM	86485256	12/18/2014	4917047	03/15/2016
29.	Space Systems/Loral, LLC	SSL & Design 	85846452	02/11/2013	4973452	06/07/2016
30.	Space Systems/Loral, LLC	SSL & Design 	85846458	02/11/2013	5027390	08/23/2016
31.	Space Systems/Loral, LLC	SSL & Design 	85846470	02/11/2013	4973453	06/07/2016