

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPACE EXPLORATION TECHNOLOGIES CORP.		12/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	333 S. Hope St.		
Internal Address:	19th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4727710	DRAGON	
Registration Number:	4727708	FALCON	
Serial Number:	86617512	HYPERLOOP	
Registration Number:	5176643	HYPERLOOP	
Serial Number:	88017791	LOOP	
Serial Number:	88017793	LOOP	
Registration Number:	4267520	SPACEX	
Registration Number:	3066872	SPACEX	
Serial Number:	87576981	SPACEX	
Serial Number:	87576974	STARLINK	
Serial Number:	87576978	STARLINK	
Serial Number:	88201852	STARSHIP	
Serial Number:	88201835	SUPER HEAVY	
Serial Number:	88365678	X	
Serial Number:	88365683	X	
Serial Number:	88365691	X	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
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SIGNATURE:	/Syed Humza Moinuddin/
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DATE SIGNED:	12/19/2019
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Total Attachments: 11

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of December 18, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantors have previously granted a security interest in, and lien on, certain of its assets as set forth in the Trademark Security Agreement, dated February 15, 2018, between Grantors and Administrative Agent (the “**Existing Trademark Agreement**”) in connection with the Pledge and Security Agreement dated as of February 15, 2018, between Grantor, certain of its affiliates and Administrative Agent (the “**Existing Pledge and Security Agreement**”);

WHEREAS, Grantors and the other parties to the Existing Pledge and Security Agreement have requested that Administrative Agent and Lenders amend and restate the Existing Pledge and Security Agreement (such amended agreement, the “**Amended Pledge and Security Agreement**”) and in connection therewith amend and restate the Existing Trademark Agreement pursuant to and in accordance with the terms and conditions set forth herein;

WHEREAS, Administrative Agent and Lenders are willing to amend and restate the Existing Pledge and Security Agreement and the Existing Trademark Agreement on the terms and conditions set forth herein; and

WHEREAS, The Lenders are willing to continue to extend credit to the Lead Borrower subject to the terms and conditions set forth in the Amended Credit Agreement and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement, and the Grantors will derive substantial benefits from the extension of credit pursuant to the Amended Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Amended Pledge and Security Agreement and used herein have the meaning given to them in the Amended Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, 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, whether or not registered, and with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the Secured Parties pursuant to the Amended Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended Pledge and 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 Agreement is deemed to conflict with the Amended Pledge and Security Agreement, the provisions of the Amended Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Amendment and Restatement

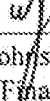
The terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated,

replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement; except, that, nothing herein or in the other Credit Documents shall impair or adversely affect the continuation of the liability of the Grantor for the Secured Obligations and the continuation of Administrative Agent's Liens on the Collateral heretofore granted, pledged and /or assigned pursuant to the Existing Trademark Agreement and the other Credit Documents. The Grantor does hereby acknowledge, confirm and agree that Administrative Agent, for the benefit of the Secured Parties, has and shall continue to have a Lien upon the Collateral heretofore granted to Administrative Agent pursuant to the Existing Trademark Agreement, as well as any Collateral granted, confirmed, reaffirmed and restated under this Agreement. Administrative Agent's Liens in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such Liens, whether under the Existing Trademark Agreement or any other Credit Documents. The amendment and restatement contained herein shall not, in and of itself, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of the Grantor evidenced by or arising under the Existing Trademark Agreement or the other Credit Documents (except to the extent any such indebtedness, obligations or liabilities is actually paid on the date hereof).

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

SPACE EXPLORATION TECHNOLOGIES CORP.

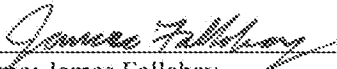
By: 
Name: Bret Johnson
Title: Chief Financial Officer

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 006821 FRAME: 0396

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: James Fallahay
Title: Senior Vice President

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 006821 FRAME: 0397

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark / Country	Application / Registration No.	Current Status
DRAGON United States	Registration No. 4727710	Filed 9/19/14 Registered 4/28/15
FALCON United States	Registration No. 4727708	Filed 9/19/14 Registered 4/28/15
HYPERLOOP United States	Application No. 86617512 (Pending ITU)	Filed 5/1/15
HYPERLOOP United States	Registration No. 5176643	Filed 8/2/13 Registered 4/4/17
LOOP United States	Application No. 88017791 (Pending ITU)	Filed 6/27/18
LOOP United States	Application No. 88017793 (Pending ITU)	Filed 6/27/18
SPACEX United States	Application No. 85602036 Registration No. 4267520	Filed 4/19/12 Registered 1/1/13
SPACEX United States	Application No. 78976665 Registration No. 3066872	Filed 9/16/02 Registered 3/7/06
SPACEX United States	Application No. 87576981 (Pending ITU)	Filed 8/21/17
STARLINK United States	Application No. 87576974 (Pending ITU)	Filed 8/21/17
STARLINK United States	Application No. 87576978 (Pending ITU)	Filed 8/21/17
STARSHIP United States	Application No. 88201852 (Pending ITU)	Filed 11/20/18
SUPER HEAVY United States	Application No. 88201835 (Pending ITU)	Filed 11/20/18
X design	Application No. 88365678 (Pending ITU)	Filed 6/1/19
X design	Application No. 88365683 (Pending ITU)	Filed 6/1/19
X design	Application No. 88365691 (Pending ITU)	Filed 6/1/19
SPACEX Argentina	Application No. 3635295 Registration No. 2984706	Filed 8/22/17 Registered 5/7/19
SPACEX Argentina	Application No. 3635296 Registration No. 2984707	Filed 8/22/17 Registered 5/7/19
SPACEX Argentina	Application No. 3635297 Registration No. 2984708	Filed 8/22/17 Registered 5/7/19
STARLINK Argentina	Application No. 3635298 Registration No. 2984713	Filed 8/22/17 Registered 5/7/19
STARLINK Argentina	Application No. 3635299 Registration No. 2984715	Filed 8/22/17 Registered 5/7/19
STARLINK	Application No. 3635300	Filed 8/22/17

Mark / Country	Application / Registration No.	Current Status
Argentina	Registration No. 2984716	Registered 5/7/19
SPACEX Australia	Application No. 1867344 Registration No. 1867344	Filed 8/21/17 Registered 1/31/18
STARLINK Australia	Application No. 1867350	Filed 8/21/17
STARLINK Australia	Application No. 1867351	Filed 8/21/17
STARLINK Australia	Application No. 1867352	Filed 8/21/17
SPACEX Brazil	Application No. 914480332	Filed 4/10/18
SPACEX Brazil	Application No. 914480405	Filed 4/10/18
SPACEX Brazil	Application No. 914480448	Filed 4/10/18
STARLINK Brazil	Application No. 914481606 Registration No. 914481606	Filed 4/10/18 Registered 4/2/19
STARLINK Brazil	Application No. 914480332 Registration No. 914481665	Filed 4/10/18 Registered 4/2/19
STARLINK Brazil	Application No. 914481614 Registration No. 914481614	Filed 4/10/18 Registered 4/2/19
HYPERLOOP Canada	Application No. 1712098 Registration No. TMA1051786	Filed 1/22/15 Registered 8/29/19
SPACEX Canada	Application No. 1853438	Filed 8/21/17
SPACEX Canada	Application No. 128160500 Registration No. TMA686216	Filed 12/1/05 Registered 4/18/07
STARLINK Canada	Application No. 1853437	Filed 8/21/17
SPACEX Chile	Application No. 1264572 Registration No. 1288817	Filed 8/21/17 Registered 1/2/19
STARLINK Chile	Application No. 1264573 Registration No. 1288818	Filed 8/21/17 Registered 1/2/19
SPACEX China	Application No. 25983870	Filed 8/21/17
SPACEX China	Application No. 25983869	Filed 8/22/17
SPACEX China	Application No. 25983868	Filed 8/22/17
SPACEX China	Application No. 3364583 Registration No. 3364583	Filed 11/11/02 Registered 2/7/04
SPACEX China	Application No. 3364579 Registration No. 3364579	Filed 11/11/02 Registered 12/14/03
SPACEX China	Application No. 3364582 Registration No. 3364582	Filed 11/11/02 Registered 9/7/04
SPACE EXPLORATION TECHNOLOGIES China	Application No. 3364581 Registration No. 3364581	Filed 11/11/02 Registered 2/7/04
SPACE EXPLORATION TECHNOLOGIES China	Application No. 3364578 Registration No. 3364578	Filed 11/11/02 Registered 6/28/04
SPACE EXPLORATION	Application No. 3364580	Filed 11/11/02

Mark / Country	Application / Registration No.	Current Status
TECHNOLOGIES China	Registration No. 3364580	Registered 6/7/04
STARLINK China	Application No. 25983867 Registration No. 25983867	Filed 8/22/17 Registered 4/7/19
STARLINK China	Application No. 25983866	Filed 8/22/17 (abandoned)
STARLINK China	Application No. 25983865	Filed 8/22/17
SPACEX European Union	Application No. 2890218 Registration No. 2890218	Filed 10/14/02 Registered 5/12/04
SPACEX European Union	Application No. 17133596 Registration No. 17133596	Filed 8/21/17 Registered 4/27/18
STARLINK European Union	Application No. 17133621 Registration No. 17133621	Filed 8/21/17 Registered 5/15/18
SPACEX Hong Kong	Application No. 304247352 Registration No. 304247352	Filed 8/21/17 Registered 3/16/18
STARLINK Hong Kong	Application No. 304247361 Registration No. 304247361	Filed 8/21/17 Registered 3/16/18
SPACEX India	Application No. 3617093 Registration No. 3617093	Filed 8/21/17 Registered 6/6/18
STARLINK India	Application No. 3617092	Filed 8/21/17
STARLINK India	Application No. 3617091 Registration No. 3617091	Filed 8/21/17 Registered 4/11/18
SPACEX Japan	Application No. 2017-108765 Registration No. 6047692	Filed 8/21/17 Registered 6/1/18
SPACEX Japan	Application No. 2003-075392 Registration No. 4801292	Filed 9/2/03 Registered 9/10/04
SPACEX Japan	Application No. 2002-088027 Registration No. 4718769	Filed 10/17/02 Registered 10/17/03
SPACE EXPLORATION TECHNOLOGIES Japan	Application No. 2002-088026 Registration No. 4691330	Filed 10/17/02 Registered 7/11/03
STARLINK Japan	Application No. 2017-108764 Registration No. 6034959	Filed 8/21/17 Registered 4/13/18
STARLINK Japan	Application No. 2017-108763 Registration No. 6038641	Filed 8/21/17 Registered 4/27/18
HYPERLOOP Mexico	Application No. 1571496 Registration No. 1539031	Filed 1/27/15 Registered 5/20/15
SPACEX Mexico	Registration No. 1894218	Filed 3/27/18 Registered 6/13/18
SPACEX Mexico	Registration No. 1894216	Filed 3/27/18 Registered 6/13/18
SPACEX Mexico	Registration No. 1894220	Filed 3/27/18 Registered 6/13/18
STARLINK Mexico	Application No. 2032451 Registration No. 1901575	Filed 4/9/18 Registered 7/16/18
STARLINK Mexico	Application No. 2032453	Filed 4/9/18
STARLINK Mexico	Application No. 2032454	Filed 4/9/18
SPACEX New Zealand	Application No. 1074254 Registration No. 1074254	Filed 8/21/17 Registered 3/23/18

Mark / Country	Application / Registration No.	Current Status
STARLINK New Zealand	Application No. 1074256	Filed 8/21/17
STARLINK New Zealand	Application No. 1074257	Filed 8/21/17
STARLINK New Zealand	Application No. 1074258	Filed 8/21/17
SPACEX Norway	Application No. 201710867 Registration No. 296402	Filed 8/21/17 Registered 2/19/18
STARLINK Norway	Application No. 201710865	Filed 8/21/17
SPACEX Russia	Application No. 2017734099 Registration No. 655220	Filed 8/21/17 Registered 5/8/18
STARLINK Russia	Application No. 2017734100	Filed 8/21/17 (abandoned)
STARLINK Russia	Application No. 2017734101	Filed 8/21/17 (abandoned)
SPACEX Singapore	Application No. 40201716135P Registration No. 40201716135P	Filed 8/21/17 Registered 5/10/18
STARLINK Singapore	Application No. 0201716137U Registration No. 40201716135P	Filed 8/21/17 Registered 5/10/18
SPACEX South Africa	Application No. 2018/37201	Filed 12/11/18
SPACEX South Africa	Application No. 2018/37202	Filed 12/11/18
SPACEX South Africa	Application No. 2018/37203	Filed 12/11/18
STARLINK South Africa	Application No. 2018/37148	Filed 12/11/18
STARLINK South Africa	Application No. 2018/37149	Filed 12/11/18
STARLINK South Africa	Application No. 2018/37150	Filed 12/11/18
SPACEX South Korea	Application No. 40-2017-105720 Registration No. 40-1373447	Filed 8/21/17 Registered 6/29/18
STARLINK South Korea	Application No. 40-2017-105721 Registration No. 40-1373446	Filed 8/21/17 Registered 6/29/18
SPACEX Switzerland	Application No. 52251/2003 Registration No. 513756	Filed 6/25/03 Registered 8/27/03
SPACEX Switzerland	Application No. 60348/2017 Registration No. 709476	Filed 8/21/17 Registered 11/14/17
STARLINK Switzerland	Application No. 60345/2017 Registration No. 715734	Filed 8/21/17 Registered 4/30/18
SPACEX Taiwan	Application No. 106052275 Registration No. 1913159	Filed 8/21/17 Registered 5/1/18
STARLINK Taiwan	Application No. 106052276 Registration No. 1926101	Filed 8/21/17 Registered 7/16/18
STARLINK Taiwan	Application No. 106052278 Registration No. 1907911	Filed 8/21/17 Registered 4/1/18
SPACEX Tonga	Application No. TO/M/17/03362 Registration No. 02798	Filed 2/24/17 Registered 3/22/18
STARLINK Tonga	Application No. TO/M/17/03363 Registration No. 02802	Filed 2/24/17 Registered 3/22/18
SPACEX	Application No. UK00003251511	Filed 8/21/17

Mark / Country	Application / Registration No.	Current Status
United Kingdom	Registration No. UK00003251511	Registered 11/17/17
STARLINK	Application No. UK00003251512	Filed 8/21/17
United Kingdom	Registration No. UK00003251512	Registered 12/22/17