

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextNav, LLC		12/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as agent		
Street Address:	1345 Avenue of The Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85960549	N	
Serial Number:	85960544	N NEXTNAV	
Serial Number:	85449131	NEXTNAV	
Serial Number:	87169307	N	
Serial Number:	87169298	N NEXTNAV	
Serial Number:	87169321	NEXTNAV	
Serial Number:	87365168	TAAS	
Serial Number:	87169273	TERRENAV	
Serial Number:	87365146	TIMING AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		

CH \$240.00 85960549

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	026033-0359
NAME OF SUBMITTER:	Scott Kareff (026033-0359)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/27/2019
Total Attachments: 4 source=NextNav - Trademark Security Agreement#page1.tif source=NextNav - Trademark Security Agreement#page2.tif source=NextNav - Trademark Security Agreement#page3.tif source=NextNav - Trademark Security Agreement#page4.tif	

ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

December 27, 2019

WHEREAS, NextNav, LLC, a Delaware limited liability company (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated December 27, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Fortress Credit Corp., a Delaware corporation, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows.]

WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest to be duly executed by its officer thereunto duly authorized as of the date first above written.

NEXTNAV, LLC

By: 
Name: Ganesh Pattabiraman
Title: Chief Executive Officer, President and
Treasurer

[Trademark Security Agreement]

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SCHEDULE A TO ASSIGNMENT OF SECURITY INTEREST

Trademarks and Trademark Applications

See attached.

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Record Owner</u>
NextNav, LLC	US	N (Stylized)	85/960549	5078237	06/14/13	11/08/16	NextNav, LLC
NextNav, LLC	US	N NEXTNAV and Design	85/960544	5082507	06/14/13	11/15/16	NextNav, LLC
NextNav, LLC	US	NEXTNAV	85/449131	5091352	10/17/11	11/29/16	NextNav, LLC
NextNav, LLC	US	N (Stylized)	87/169307		09/13/16		NextNav, LLC
NextNav, LLC	US	N NEXTNAV (Stylized)	87/169298		09/13/16		NextNav, LLC
NextNav, LLC	US	NEXTNAV	87/169321		09/13/16		NextNav, LLC
NextNav, LLC	US	TAAS	87/365168		03/09/17		NextNav, LLC
NextNav, LLC	US	TERRENNAV	87/169273		09/13/16		NextNav, LLC
NextNav, LLC	US	TIMING AS A SERVICE	87/365146		03/09/17		NextNav, LLC

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RECORDED: 12/27/2019