

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564410

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAWKEYE 360, INC.		02/27/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
Internal Address:	HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88439317	HAWKEYE
Serial Number:	88439330	HAWKEYE
Serial Number:	88439344	HAWKEYE
Serial Number:	88439356	HAWKEYE
Serial Number:	88390668	HAWKEYE 360
Serial Number:	88390696	HAWKEYE 360
Serial Number:	88390712	HAWKEYE 360
Serial Number:	88390721	HAWKEYE 360
Serial Number:	88390729	SEAKER
Serial Number:	88390737	SEAKER

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Ste 1130

TRADEMARK

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1193179 TM 1

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 02/28/2020

Total Attachments: 17

source=1 Intellectual_Property_Security_Agreement_(A&R_LSA)_-_Hawkeye360#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 27, 2020, by and between SILICON VALLEY BANK, a California corporation ("Bank") and HAWKEYE 360, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under all of the following assets now or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and trade secret rights now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times 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 with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a

duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HAWKEYE 360, INC.

By: 

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

[Signature Page to IP Security Agreement]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HAWKEYE 360, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: 

Title: Kevin Macios
Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached.

Patent Status Report
42989: Hawkeye 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ Date	Publ No.	Issue Date	Patent No.	Country	Status
42989-0002001		12/5/2016	12/05/2016	15/369,228			5/23/2017	9,661,604	UNITED STATES	ISSUED
		DETERMINING EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0002002		5/19/2017	05/19/2017	15/599,530	1/4/2018	US-2018-0007653-A1	8/21/2018	10,057,873	UNITED STATES	ISSUED
		DETERMINING EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0002003		8/20/2018	08/20/2018	15/998,985	1/31/2019	US-2019-0037520-A1	10/8/2019	10,440,677	UNITED STATES	ISSUED
		DETERMINING EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0002004		8/26/2019	08/26/2019	16/550,369	12/12/2019	US-2019-0380105-A1			UNITED STATES	PUBLISHED
		DETERMINING EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0002EP1		6/22/2017	01/09/2019	17820961.5	5/8/2019	3479493			EUROPEAN PATENT CONVENTION	PUBLISHED
		DETERMINING EMITTER LOCATIONS								
	FA:	Fish & Richardson P.C. (Munich Office) FA Ref:								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								

Patent Status Report
42989: HawKEYe 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
42989-0002P01		6/30/2016	06/30/2016	62/357,082					UNITED STATES	EXPIRED
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0002WO1		6/22/2017	06/22/2017	PCT/US2017/038759	1/4/2018	WO 2018/005227			WIPO	NAT PHASE
		DETERMINING EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004O01		6/6/2018	06/06/2018	16/000,934	1/3/2019	US-2019-0004144-A1	11/5/2019	10,466,336	UNITED STATES	ISSUED
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004O02		11/1/2019	11/01/2019	16/671,398					UNITED STATES	PENDING
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004CA1		6/6/2018	12/06/2019	UNKNOWN					CANADA	PENDING
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	FA:	Smart & Biggar / Featherstonhaugh			FA Ref:	85832219 / 0060412-5478				
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								

Patent Status Report
42989: HawKEYe 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
42989-0004EP1		6/6/2018	12/06/2019	UNKNOWN					EUROPEAN PATENT CONVENTION	PENDING
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
		FA: Fish & Richardson P.C. (Munich Office) FA Ref:								
		Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004P01		6/30/2017	06/30/2017	62/527,510					UNITED STATES	EXPIRED
		DETECTING RADIO SIGNAL EMITTER LOCATION USING PATTERNED BLIND COHERENT INTEGRATION (PBCI)								
		Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004W01		6/6/2018	06/06/2018	PCT/US2018/036186	1/3/2019	WO 2019/005436			WIPO	NAT PHASE
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
		Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0005P01		PATTERNED BLIND COHERENT INTEGRATION								
		Inventors:								
42989-0010001		10/22/2018	10/22/2018	16/166,579	4/25/2019	US-2019-0120928-A1	7/2/2019	10,338,189	UNITED STATES	ISSUED
		METADATA-BASED EMITTER LOCALIZATION								
		Inventors: Timothy James O'Shea, Nicholas Aaron McCarthy, Darek Kawamoto, Edward Kreinar								

Patent Status Report
42989: HawkeEye 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
42989-0010002		6/27/2019	06/27/2019	16/454,245	10/24/2019	US-2019-0324110-A1			UNITED STATES	PUBLISHED
		METADATA-BASED EMITTER LOCALIZATION								
	Inventors:	Timothy James O'Shea, Nicholas Aaron McCarthy, Darek Kawamoto, Edward Kreinar								
42989-0010P01		10/20/2017	10/20/2017	62/575,097					UNITED STATES	EXPIRED
		DISTRIBUTED SYSTEM FOR METADATA BASED MANY-EMITTER LOCALIZATION								
	Inventors:	Timothy James O'Shea, Nicholas Aaron McCarthy, Darek Kawamoto, Edward Kreinar								
42989-0010WO1		10/22/2018	10/22/2018	PCT/US2018/056890	4/25/2019	WO 2019/079798			WIPO	PUBLISHED
		METADATA-BASED EMITTER LOCALIZATION								
	Inventors:	Timothy James O'Shea, Nicholas Aaron McCarthy, Darek Kawamoto, Edward Kreinar								
42989-0011001		10/22/2018	10/22/2018	16/167,001	4/25/2019	US-2019-0121665-A1	11/12/2019	10,474,976	UNITED STATES	ISSUED
		HIERARCHICAL SATELLITE TASK SCHEDULING SYSTEM								
	Inventors:	T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy								
42989-0011002		11/7/2019	11/07/2019	16/676,840					UNITED STATES	PENDING
		HIERARCHICAL SATELLITE TASK SCHEDULING SYSTEM								
	Inventors:	T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy								
42989-0011P01		10/20/2017	10/20/2017	62/575,128					UNITED STATES	EXPIRED
		HIERARCHICAL SPACE SYSTEM OBJECTIVE DRIVEN SATELLITE SYSTEM TASK AND RESOURCE SCHEDULING SYSTEM								
	Inventors:	T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy								

Patent Status Report
42989: HawKEYe 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
42989-0011W01		10/22/2018	10/22/2018	PCT/US2018/ 056886	4/25/2019	WO 2019/079796			WIPO	PUBLISHED
HIERARCHICAL SATELLITE TASK SCHEDULING SYSTEM Inventors: T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy										
42989-0013P01		COORDINATING PROPULSION OF MULTIPLE SATELLITE FORMATION								
Inventors:										
42989-0014P01		GEOLOCATION-BASED ACTIVITY HEAT MAPS								
Inventors:										
42989-0015P01		RADAR-BASED GEOLOCATION								
Inventors:										
42989-0016P01		DETERMINING EMITTER LOCATION USING A EARTH-CENTERED, EARTH-FIXED (ECEP) REFERENCE FRAME								
Inventors:										

Matters: Patent Status Report
42989 : HawKeye 360, Inc. Billing : SELECTALL Supervising: SELECTALL Handling: SELECTALL Paralegal: SELECTALL ANY: SELECTALL

Please note that the following items may not appear on this report: 1) inactive transferred-in matters and 2) active transferred-in patents, for which F&R does not handle annuities.


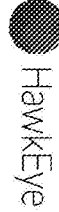
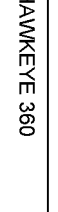

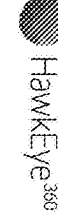
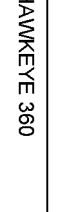
TRADEMARK
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EXHIBIT C

Trademarks

See attached.

Trademark Ownership Report – HawkeEye 360, Inc.

Trademark	Owner	Goods and Services	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Outstanding Liens/ Security Interests
	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED WITH SATELLITE IMAGERY; SYNTHETIC APERTURE RADAR; AERIAL IMAGERY; AND COMMERCIAL DATA FEEDS	United States	88439317	21-MAY-2019			Pending Intent to Use	None Reported
	HAWKEYE 360, INC.	INT. CL. 42 PROVIDING CUSTOMIZED ELECTRONIC DATA FILES FEATURING GEOSPATIAL DATA, ANALYTICS, AND VISUALIZATIONS DERIVED FROM RADIO FREQUENCY DATA COLLECTED BY SATELLITES BASED ON CRITERIA SPECIFIED BY THE CUSTOMER; PROVIDING DATA ANALYTICS SERVICES IN THE FIELD OF RADIO FREQUENCY SIGNALS COLLECTED BY SATELLITES; CUSTOM DESIGN AND DEVELOPMENT OF ELECTRONIC DATA FILES AND ANALYTIC METHODS IN THE FIELD OF RADIO FREQUENCY SIGNALS	United States	88439330	21-MAY-2019			Pending Intent to Use	None Reported
	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED WITH SATELLITE IMAGERY; SYNTHETIC APERTURE RADAR; AERIAL IMAGERY; AND COMMERCIAL DATA FEEDS	United States	88439344	21-MAY-2019			Pending Intent to Use	None Reported
	HAWKEYE 360, INC.	INT. CL. 42 PROVIDING CUSTOMIZED ELECTRONIC DATA FILES FEATURING GEOSPATIAL DATA, ANALYTICS, AND VISUALIZATIONS DERIVED FROM RADIO FREQUENCY DATA COLLECTED BY SATELLITES BASED ON CRITERIA SPECIFIED BY THE CUSTOMER; PROVIDING DATA ANALYTICS SERVICES IN THE FIELD OF RADIO FREQUENCY SIGNALS COLLECTED BY SATELLITES; CUSTOM DESIGN AND DEVELOPMENT OF ELECTRONIC DATA FILES AND ANALYTIC METHODS IN THE FIELD OF RADIO FREQUENCY SIGNALS	United States	88439356	21-MAY-2019			Pending Intent to Use	None Reported
	HAWKEYE 360, INC.	INT. CL. 42 PROVIDING CUSTOMIZED ELECTRONIC DATA FILES FEATURING GEOSPATIAL DATA, ANALYTICS, AND VISUALIZATIONS DERIVED FROM RADIO FREQUENCY DATA COLLECTED BY SATELLITES BASED ON CRITERIA SPECIFIED BY THE CUSTOMER; PROVIDING DATA ANALYTICS SERVICES IN THE FIELD OF RADIO FREQUENCY SIGNALS COLLECTED BY SATELLITES; CUSTOM DESIGN AND DEVELOPMENT OF ELECTRONIC DATA FILES AND ANALYTIC METHODS IN THE FIELD OF RADIO FREQUENCY SIGNALS	United States	88390688	17-APR-2019			Pending	None Reported
	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED	United States	88390712	17-APR-2019			Pending	None Reported

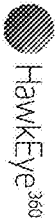
Trademark	Owner	Goods and Services	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Outstanding Liens / Security Interests
		WITH SATELLITE IMAGERY, SYNTHETIC APERTURE RADAR, AERIAL IMAGERY, AND COMMERCIAL DATA FEEDS	States						
HAWKEYE 360 	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED WITH SATELLITE IMAGERY, SYNTHETIC APERTURE RADAR, AERIAL IMAGERY, AND COMMERCIAL DATA FEEDS	United States	88390721	17-APR-2019			Pending	None Reported
SEAKER	HAWKEYE 360, INC.	INT. CL. 42 CUSTOM DESIGN AND DEVELOPMENT OF COMPUTER-READABLE DATA AND ANALYTIC METHODS FOR LOCATING, TRACKING, MONITORING AND ANALYZING MARITIME VESSEL MOVEMENTS AND MARITIME ACTIVITIES	United States	88390729	17-APR-2019			Published	None Reported
SEAKER	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE COMPUTER-READABLE DATA DERIVED FROM ANALYSIS OF SATELLITE DATA FOR USE IN LOCATING, TRACKING, MONITORING AND ANALYZING MARITIME VESSEL MOVEMENTS AND MARITIME ACTIVITIES	United States	88390737	17-APR-2019			Published	None Reported

EXHIBIT D

Mask Works

None.