

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mitsui & Co. (U.S.A.), Inc.		06/12/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	SFI IP Holdco, LLC
Street Address:	1505 Westlake Avenue N., Suite 600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98109
Entity Type:	Limited Liability Company: DELAWARE
Name:	Spaceflight, Inc.
Street Address:	1505 Westlake Ave. N., Suite 600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98109
Entity Type:	Corporation: WASHINGTON
Name:	Blacksky Global LLC
Street Address:	1505 Westlake Ave. N., Suite 600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98109
Entity Type:	Limited Liability Company: DELAWARE

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

CH \$290.00 5433870

Property Type	Number	Word Mark
Registration Number:	5835023	YOUR WORLD NOW
Registration Number:	4862557	BLACKSKY GLOBAL
Registration Number:	4787521	OPENWHERE
Registration Number:	4541510	CORTEX

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: 4159848700

Email: lagueda@omm.com

Correspondent Name: Lisa Agueda/Adrian Vidaurri

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: 06/12/2020

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 12, 2020 (the “Effective Date”), is made by MITSUI & CO. (U.S.A.), INC. (the “Secured Party”) in favor of Spaceflight, Inc., a Washington corporation (“Spaceflight”), Spaceflight Industries, Inc., a Delaware corporation (“SFI”), SFI IP Holdco, LLC, a Delaware limited liability company (“IP Holdco”), and BlackSky Global LLC, a Delaware limited liability company (“BlackSky” and together with Spaceflight, SFI and IP Holdco, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of October 31, 2019, by and among the Secured Party, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Secured Party a security interest in certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered the Grant of Trademark Security Interest, dated as of October 31, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2019 at Reel/Frame 6785/0932;

WHEREAS, certain Released Trademark Collateral (as hereinafter defined) (such Released Trademark Collateral, the “IP Holdco Trademark”), was subsequently assigned by IP Holdco to Spaceflight pursuant to that certain IP Assignment and License Agreement dated as of June 12, 2020;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Secured Party, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in the trademark registrations and trademark applications set forth on Schedule A attached hereto and all Proceeds of the foregoing, arising under the Security Agreement and the Trademark Security Agreement (the “Released Trademark Collateral”). If and to the extent that the Secured Party has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Secured Party, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor that is the owner of such Released Trademark Collateral or, in the case of the IP Holdco Trademark, to Spaceflight as IP Holdco’s successor-in-interest.

3. Termination. The Secured Party, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Secured Party agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor or, in the case of the IP Holdco Trademark, by Spaceflight, at such

Grantor's or, in the case of the IP Holdco Trademark, Spaceflight's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MITSUI & CO. (U.S.A.), INC.

By:  DocuSigned by:
9283BFFA30E2463...
Name: Masaki Arashiba
Title: General Manager

Trademark Release

TRADEMARK
REEL: 006969 FRAME: 0656

SCHEDULE A

	Owner	Trademark	Serial No.	Reg. No.
1.	SFI IP Holdco, LLC (transferred to Spaceflight, Inc.)	SPACEFLIGHT	86/862,214	5,433,870
2.	Spaceflight, Inc.	Got Launched	86/195,714	4,797,753
3.	Spaceflight, Inc.	Got Launched	86/975,829	4,757,901
4.	Spaceflight, Inc.	Get Launched	86/049,281	4,542,505
5.	Spaceflight, Inc.	SHERPA	85/647,841	4,441,007
6.	Spaceflight, Inc.	Decapod	85/647,838	4,481,828
7.	Blacksky Global LLC	BLACKSKY	86/771,145	5775810
8.	Blacksky Global LLC	YOUR WORLD NOW	86/721,757	5835023
9.	SFI IP Holdco, LLC	BlackSky Global	86/583,345	4,862,557
10.	SFI IP Holdco, LLC	OPENWHERE	86/976,603	4,787,521
11.	SFI IP Holdco, LLC (transferred to Spaceflight, Inc.)	cortex	85/709,924	4,541,510