

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFI IP Holdco, LLC		06/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Spaceflight, Inc.		
Street Address:	1505 Westlake Ave N., Suite 600		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5433870	SPACEFLIGHT	
Registration Number:	4541510	CORTEX	
CORRESPONDENCE DATA			
Fax Number:	2062240779		
<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:	2066828100		
Email:	efiling@cojk.com		
Correspondent Name:	Melissa A. Nowak		
Address Line 1:	1201 Third Avenue, Suite 3600		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	ANSP-2-54788		
NAME OF SUBMITTER:	Melissa A. Nowak		
SIGNATURE:	/Melissa A. Nowak/		
DATE SIGNED:	06/16/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of June 12, 2020 (the "Effective Date"), by and between SFI IP Holdco, LLC, a Delaware limited liability company ("Assignor"), with an address of 1505 Westlake Avenue N., Suite 600, Seattle, WA 98109, and Spaceflight, Inc., a Washington corporation ("Assignee") with an address of 1505 Westlake Avenue N., Suite 600, Seattle, WA 98109.

WHEREAS, Assignor is the owner of record of, or has ownership rights in and to, the registered trademark set forth on Schedule 1, attached hereto (the "Assigned Trademark"), and Assignor desires to transfer to Assignee all right, title, and interest in and to such Assigned Trademark, including all goodwill appurtenant thereto; and

WHEREAS, Assignee desires to accept such assignment for the Assigned Trademark from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademark, together with all goodwill appurtenant thereto. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned Trademark, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including, without limitation, the right to collect and retain all proceeds and damages therefrom.

2. Recordation. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademark registered or applied for in the corresponding jurisdiction.

3. General. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment.

[SIGNATURES ON FOLLOWING PAGE]

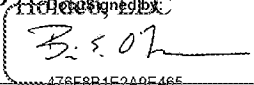
IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment as of the Effective Date.

Assignor:

Assignee:

SFI IP Holdings, LLC

Spaceflight, Inc.

By: 
478F8B1E2A0E465...

By: _____

Name: Brian O'Toole

Name: Curt Blake

Title: President

Title: CEO

Date: 06/12/2020

Date: _____

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment as of the Effective Date.

Assignor:

SFI IP Holdco, LLC

By: _____

Name: Brian O'Toole

Title: President

Date: _____

Assignee:

Spaceflight Inc. By: _____

By: Curt Blake
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Name: Curt Blake

Title: CEO

Date: 06/12/2020

Schedule 1

Assigned Trademark

Trademark	Country	Record Owner	Filing Date	Serial Number	Registration Date	Registration Number
	United States	SFI IP Holdco, LLC	12/30/2015	86/862,214	03/27/2018	5,433,870
	United States	SFI IP Holdco, LLC	08/22/2012	85/709,924	06/03/2014	4,541,510