

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxar Technologies Holdings Inc.		09/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	Golub Capital Markets, 246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6053812	RADIANT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061398-0031		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/23/2020		
Total Attachments: 5			
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OP \$40.00 6053812

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2020, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Wilmington Trust, National Association, in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors and Maxar Technologies Inc., a Delaware corporation (the “Company”) are party to that certain Security Agreement, dated as of July 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors have agreed to execute and deliver this Trademark Security Agreement (this “Trademark Security Agreement”);

WHEREAS, (x) SSL Robotics LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company (the “Escrow Issuer”), Wilmington Trust, National Association, as trustee, and the Notes Collateral Agent entered into that certain indenture, dated as of December 2, 2019 (the “Base Indenture”), pursuant to which the Escrow Issuer issued \$1,000,000,000 aggregate principal amount of its 9.750% Senior Secured Notes due 2023, (y) the Escrow Issuer, the Company, the other Grantors party thereto and the Trustee entered into that certain Supplemental Indenture No. 1 dated as of the December 11, 2019 (the “Supplemental Indenture No. 1”) and (z) the Company and the Trustee entered into that certain Supplemental Indenture No. 2 dated as of May 21, 2020 (the “Supplemental Indenture No. 2” and the Base Indenture, as supplemented by the Supplemental Indenture No. 1 and Supplemental Indenture No. 2 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”); and

WHEREAS, on the Escrow Release Date (as defined in the Indenture), the Company assumed all rights and obligations of the Escrow Issuer under the Notes and the Indenture.

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) trademarks of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Assets); and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Grantors in accordance with Section 5.1 of the Security Agreement, the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. First Lien Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the First Lien Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

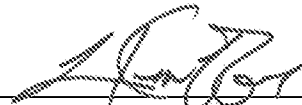
[Signature Pages Follow]

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

Very truly yours,

Grantors:

MAXAR TECHNOLOGIES HOLDINGS INC.


By:  _____

Name: Laurie Korneffel

Title: Authorized Signatory

Accepted and Agreed to:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Nedine P. Sutton
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications/Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Maxar Technologies Holdings Inc.	RADIANT SOLUTIONS	87815509	02/28/2018	6053812	05/12/2020