

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Patent and 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:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
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: 8			
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U.S. PATENT AND TRADEMARK SECURITY AGREEMENT

This U.S. PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, this **Agreement**), is made by each of the undersigned entities, each an MDA Obligor (each such entity, a **Grantor**, and collectively, the **Grantors**), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent (in such capacity, the **Collateral Agent**), for the benefit of the Secured Parties, in accordance with the Restated Credit Agreement dated as of October 5, 2017, as amended and supplemented by each of that certain First Amending Agreement, dated as of December 21, 2018, that certain Second Amending Agreement, dated as of December 21, 2018 (as amended by that certain Amending Agreement in respect of such Second Amending Agreement dated as of January 15, 2019), that certain Third Amending Agreement dated as of November 4, 2019, that certain Fourth Amending Agreement dated as of December 11, 2019, that certain Fifth Amending Agreement dated as of December 19, 2019, that certain Sixth Amendment dated as of April 1, 2020, that certain Assumption and Novation Agreement dated as of January 1, 2019 and that certain Assumption Agreement dated as of April 6, 2020 (as so amended and supplemented, and as may be further amended, restated or amended and restated, the **Credit Agreement**) among Maxar Technologies Inc. (the **Borrower**), Royal Bank of Canada, as administrative agent (the **Administrative Agent**), the Collateral Agent, and the lenders from time to time party thereto (the **Lenders**).

WITNESSETH:

WHEREAS, as required by the Credit Agreement, pursuant to an Amended and Restated Security Agreement dated as of December 11, 2019 between, inter alios, the Grantors party thereto and the Collateral Agent (the **GSA**), each Grantor has granted to the Collateral Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral (as defined below) referred to in Section 1 below; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Collateral Agent agree as follows:

1 Grant of Security

Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to its Patents and Trademarks (each as defined below), whether or not such interest is joint or in common with one or more third parties or another Grantor, including the following (the **Collateral**):

- (a) all present and future United States of America and foreign patents, design patents and certificates of invention that may be developed or acquired by or on behalf of such Grantor, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to, the patents set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security and this Agreement which shall be executed and delivered by such Grantor to the Collateral Agent from time to time, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the **Patents**);
- (b) all present and future United States of America and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and

applications for any of the foregoing including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Security and this Agreement which shall be executed and delivered by such Grantor to the Collateral Agent from time to time, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the **Trademarks**);

- (c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2 Security for Obligations

This Agreement secures, and the Collateral is collateral security for, with respect to each Grantor, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of the Secured Obligations (as such term is defined in the GSA).

3 Scope of Security Interest

To the extent that the creation of the security interest would result in the termination of any agreement, license or permit of the Grantors or to the extent any such Patent or Trademark would otherwise constitute Excluded Collateral (each, a **Restricted Asset**), the security interest will not attach to the Restricted Asset for so long as it remains a Restricted Asset. Notwithstanding anything in this Section 3 to the contrary, each Grantor shall grant to the Collateral Agent a security interest in any Collateral that ceases to be a Restricted Asset as a result of obtaining the consent of the other party or otherwise.

Notwithstanding Section 1, no security interest is or will be granted pursuant hereto in any right, title or interest of any Grantor in, to or under any Excluded Collateral.

In addition to the preceding paragraph, the guarantee, security and perfection requirements under this Agreement shall be subject to the Agreed Security Principles.

4 Recordation

Each Grantor authorizes and agrees that it will, at its own expense, cause this Agreement, and any supplements or amendments thereto, to be recorded at the United States Trademark and Patent Office (and any successor office and any similar office in any United States state). Each Grantor authorizes the United States Commissioner for Patents, the United States Commissioner for Trademarks and any other government officials to record and register this Agreement.

5 Supplemental Security

This Agreement is in addition to and without prejudice to all other security now held or which may hereafter be held by the Collateral Agent.

6 Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7 Grants, Rights and Remedies

This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

8 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

9 US Secured Obligations

Notwithstanding any other provision of this Agreement, the Obligations of each Grantor, to the extent that it is a Tax Excluded Subsidiary, shall not include the US Secured Obligations; provided that the US Borrower may, by notice to the Administrative Agent, provide that the Obligations of any such Grantor include all US Secured Obligations.

10 Intercreditor Agreement

Notwithstanding anything herein, the Liens and Security Interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the terms of the First Lien Intercreditor Agreement, dated as of December 11, 2019 (the "**Original Intercreditor Agreement**"), by and among the Administrative Agent, the Collateral Agent and Wilmington Trust, N.A. (in its capacities as agent and representative (the "**2023 Notes Agent**") pursuant to the Company's 9.750% Senior Secured Notes due 2023) and acknowledged by the Borrower and the other Grantors party thereto, as amended and supplemented by the Joinder No. 1 to First Lien Intercreditor Agreement, dated as of July 1, 2020 (the "**Joinder Agreement**" and the Original Intercreditor Agreement, as amended and supplemented by the Joinder Agreement, and as further amended, restated, amended and restated or otherwise modified from time to time, the "**First Lien Intercreditor Agreement**"), by Wilmington Trust, N.A. (in its capacities as agent and representative pursuant to the Company's 7.54% Senior Secured Notes due 2027) and acknowledged by the Administrative Agent, the Collateral Agent, the 2023 Notes Agent, the Borrower and the other Grantors party thereto. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Agreement, the terms of the First Lien Intercreditor Agreement shall govern and control.

11 Conflict of Terms

In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Credit Agreement will prevail to the extent of such conflict.

12 Defined Terms

Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Credit Agreement.

13 Successors, etc.

In this Agreement:

- (a) reference to any body corporate or partnership shall include successors thereto, whether by way of amalgamation or otherwise;
- (b) references to any statute, enactment or legislation or to any section or provision thereof include a reference to any order, ordinance, regulation, rule or by-law or proclamation made under or pursuant to that statute, enactment or legislation and all amendments, modifications, consolidations, re-enactments or replacements thereof or substitutions therefor from time to time; and
- (c) reference to any agreement (including without limitation any definitions in or portions of an agreement incorporated herein by reference), instrument, Permit or other document shall include reference to such agreement, instrument, Permit or other document as the same may from time to time be amended, supplemented, replaced or restated.


[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

DIGITALGLOBE, INC., as a Grantor

SPACE SYSTEMS/LORAL, LLC, as a Grantor

Per: _____


Name: Laurie Kornheff

Title: Authorized Signatory

MAXAR TECHNOLOGIES HOLDINGS INC.,
as a
Grantor

Per: _____


Name: Laurie Kornheff

Title: Authorized Signatory

[Signature page to U.S. Patent and Trademark Security Agreement (MDA Obligors)]

TRADEMARK
REEL: 007059 FRAME: 0973

SCHEDULE A

PATENT REGISTRATIONS AND PATENT APPLICATIONS

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Space Systems/Loral, LLC	Method and Apparatus for Calibration and Equalization of Multiport Amplifiers (MPAs)	15/628,140	06/20/2017	10541656	01/21/2020
2.	Space Systems/Loral, LLC	High Linearity Satellite Payload Using Solid State Power Amplifiers	16/113,567	08/27/2018	10511377	12/17/2019
3.	Space Systems/Loral, LLC	High Linearity Satellite Payload Using Solid State Power Amplifiers	16/286,520	11/14/2019	20200091996	03/19/2020
4.	Space Systems/Loral, LLC	Multi-Mission Configurable Spacecraft System	62/994,651	03/25/2020		
5.	Space Systems/Loral, LLC	Aggregated Space System Network	62/984,942	03/05/2020		
6.	Space Systems/Loral, LLC	Dayside-Only Roll Steering	63/024,825	05/14/2020		
7.	Space Systems/Loral, LLC	Attitude Rate Mitigation of Spacecraft in Close Proximity	16/276,987	02/15/2019	20200262589	08/20/2020
8.	Space Systems/Loral, LLC	High Availability Scalable Multi-Source Virtualized Spectrum Signal Processing System	16/434,481	06/07/2019	20200244351	07/30/2020
9.	DigitalGlobe, Inc.	Automated Process for Building Material Detection in Remotely Sensed Memory	16805461	02/28/2020		
10.	DigitalGlobe, Inc.	Advanced Cloud Detection Using Neural Networks and Optimization Techniques	16901674	06/20/2020		
11.	DigitalGlobe, Inc.	Sensor Shift for Remote Sensing	16804315	02/28/2020		

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
12.	DigitalGlobe, Inc.	Broad area geospatial object detection using autogenerated deep learning models	16553060	08/27/2019	10733759	08/04/2020

SCHEDULE B

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	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