

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocket Lab USA, Inc.		06/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86924782	ROCKET LAB	
Serial Number:	87641286	ROCKET LAB	
Serial Number:	87641302	ROCKET LAB	
Serial Number:	86924787	ELECTRON	
Serial Number:	87641321	ELECTRON	
Serial Number:	86924791	RUTHERFORD	
Serial Number:	87641356		
Serial Number:	87453625	CURIE	
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:	054809-0081		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$215.00 86924782

DATE SIGNED:	06/10/2021
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of June 10, 2021, is made by ROCKET LAB USA, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of HERCULES CAPITAL, INC. ("Agent") in its capacity as administrative agent and collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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 its Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 any and all intellectual property rights in computer software and computer software products 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, re-examination certificates, utility models, 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, 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 the foregoing, the Intellectual Property Collateral does not include: (a) rights held under a lease or license that are not assignable by their terms without the consent of the lessor/licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law) or (b) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent to use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent to use application shall constitute Intellectual Property Collateral.

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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent and Lenders 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

6. Successors and Assigns. The provisions of this Agreement will be binding on and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

7. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

8. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms

and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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:

ROCKET LAB USA, INC., a Delaware corporation

DocuSigned by:
Peter Beck
3082A06BF0194DE
By: Peter Beck
Title: Chief Executive Officer

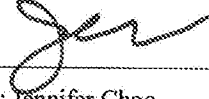
AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: _____
Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation



By: Jennifer Choe

Title: Associate General Counsel

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 007323 FRAME: 0516

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patent Applications:

U.S. Patent Application Number 15/192,251, filed 6/24/2016
U.S. Patent Application Number 16/833,366, filed 3/27/2020
U.S. Patent Application Number 16/833,373, filed 3/27/2020
U.S. Patent Application Number 15/094,809, filed 4/8/2016
U.S. Patent Application Number 16/734,737, filed 1/6/2020
U.S. Patent Application Number 16/946,341, filed 6/17/2021
U.S. Patent Application Number 16/946,341, to be filed 6/17/2021
U.S. Patent Application Number 16/051,266, filed 7/31/2018
U.S. Patent Application Number 17/154,731, filed 1/21/2021
U.S. Patent Application Number 16/051,267, filed 7/31/2018
U.S. Patent Application Number 16/051,268, filed 7/31/2018
U.S. Patent Application Number 16/051,271, filed 7/31/2018
U.S. Patent Application Number 13/419,810, filed 3/14/2012
U.S. Patent Application Number 63/202,250, filed 6/2/2021

EXHIBIT C

Trademarks

U.S. Trademark Application No. 86924782, filed 1 March 2016, for ROCKET LAB

U.S. Trademark Application No. 87641286, filed 11 October 2017, for ROCKET LAB

U.S. Trademark Application No. 87641302, filed 11 October 2017, for ROCKET LAB

U.S. Trademark Application No. 86924787, filed 1 March 2016, for ELECTRON

U.S. Trademark Application No. 87641321, filed 11 October 2017, for ELECTRON

U.S. Trademark Application No. 86924791, filed 1 March 2016, for RUTHERFORD

U.S. Trademark Application No. 87641356, filed 11 October 2017, for ATOM

U.S. Trademark Application No. 87453625, filed 17 May 2017, for CURIE

EXHIBIT D

Mask Works

None.