

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		06/01/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SIERR NEVADA CORPORATION		
Street Address:	444 SALOMON CIRCLE		
City:	SPARKS		
State/Country:	NEVADA		
Postal Code:	89434		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3978406	DREAM CHASER	
Registration Number:	3944551	DREAM CHASER	
Registration Number:	4806337	DREAM CHASER	
Registration Number:	4806336	DREAM CHASER	
Registration Number:	4815602	DREAM CHASER	
Registration Number:	4498150	DREAM CHASER	
Registration Number:	4498149	DREAM CHASER	
Registration Number:	4608700	DREAM CHASER	
Registration Number:	4801915	DREAM CHASER	
Registration Number:	4696101	DREAM CHASER	
Registration Number:	4553643		
Registration Number:	5098345		
Registration Number:	4742492	ORBITEC	
Registration Number:	4824082		
Registration Number:	2941880	PEDALERT	
Registration Number:	2941881	HYPERCOSM	
Registration Number:	2962444	ORBITEC	
Registration Number:	2987818	SPACE GARDEN	
Registration Number:	3386465	ASTRO GARDEN	
TRADEMARK			

OP \$740.00 3978406

Property Type	Number	Word Mark
Registration Number:	5052679	DREAM CHASER
Registration Number:	5052678	DREAM CHASER
Registration Number:	5383287	DREAM CHASER
Registration Number:	5515700	VORTEX
Registration Number:	5424707	QWKSEP
Registration Number:	5926999	DON'T JUST FOLLOW YOUR DREAMS...CHASE TH
Registration Number:	5466407	DREAM CHASER
Registration Number:	5766825	DREAM
Registration Number:	5776754	ASTRO GARDEN
Registration Number:	6103886	AMERICA'S SPACEPLANE

CORRESPONDENCE DATA

Fax Number: 7044448847

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: 704-343-2000

Email: KSALTRICK@MCGUIREWOODS.COM

Correspondent Name: MCGUIREWOODS LLP

Address Line 1: 201 N. TRYON STREET, SUITE 3000

Address Line 2: ATTENTION: R.CHAFFIN, ESQ.

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

NAME OF SUBMITTER: REBECCA S. CHAFFIN

SIGNATURE: /S/ REBECCA S. CHAFFIN

DATE SIGNED: 09/20/2021

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 1, 2021, is made by **BANK OF AMERICA, N.A.**, as Administrative Agent for the Secured Parties, as defined in that certain Second Amended and Restated Credit Agreement dated as of May 22, 2017 (the “**Administrative Agent**”), in favor of **SIERRA NEVADA CORPORATION**, a Nevada corporation (“**Grantor**”).

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of May 26, 2008, as amended and restated by that certain Amended and Restated Security Agreement dated as of December 14, 2012, and as further amended and restated by that certain Second Amended and Restated Security Agreement dated as of May 22, 2017 (and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); in which the Grantor delivered to the Administrative Agent (a) that certain Notice of Grant of Security Interest in Patents and Trademarks dated as of December 14, 2012 (the “**2012 Notice**”), (b) that certain Notice of Grant of Security Interest in Patents and Trademarks dated as of March 4, 2015 (the “**2015 Notice**”), (c) that certain Notice of Grant of Security Interest in Patents and Trademarks dated as of May 22, 2017 (the “**2017 Notice**”), and (d) that certain Notice of Grant of Security Interest in Patents and Trademarks dated as of July 23, 2019 (the “**2019 Notice**” and collectively with the 2012 Notice, the 2015 Notice and the 2017 Notice, the “**Notices**”) for recordation with the United States Patent and Trademark Office (the “**USPTO**”);

WHEREAS, pursuant to the Security Agreement, the Grantor granted a continuing security interest in and continuing lien upon, among other things, the trademarks and trademark applications set forth on Schedule A attached hereto and incorporated herein (collectively, the “**Trademark Collateral**”) to the Administrative Agent for the ratable benefit of itself and the Secured Parties, and the Grantor confirmed its grant of security interest in and lien upon the Trademark Collateral;

WHEREAS, the 2012 Notice was recorded with the United States Patent and Trademark Office on December 18, 2012 at Reel 4922 / Frame 0001, the 2015 Notice was recorded with the United States Patent and Trademark Office on March 6, 2015 at Reel 6065 / Frame 0584, the 2017 Notice was recorded with the United States Patent and Trademark Office on May 22, 2017 at Reel 6065 / Frame 0584, and the 2019 Notice was recorded with the United States Patent and Trademark Office on July 23, 2019 at Reel 6700 / Frame 0818;

WHEREAS, in connection with that certain Collateral Release Agreement dated as of June 1, 2021 by the Administrative Agent in favor of the Grantor, the Grantor desires that the Administrative Agent enter into this Release in order to effectuate, evidence and record the termination and release of any and all right, title and interest of the Administrative Agent in the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

SECTION 2. Termination and Release. The Administrative Agent hereby (i) irrevocably terminates, releases and discharges fully, without representation, warranty or recourse of any kind, any and all liens on, security interests in, rights, title and interest it may have in, on, to or under the Trademark Collateral, and (iii) reassigns, grants, conveys and transfers to the Grantor all right, title and interest that the Administrative Agent may have in, on, to or under the Trademark Collateral.

SECTION 3. Recordation. The Administrative Agent hereby authorizes the Grantor (or its designee), or the Grantor's (or its designee's) authorized representative, to record this Release with the USPTO. The Administrative Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 4. Further Assurances. The Administrative Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its Agents or designees) reasonably request, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Trademark Collateral.

SECTION 5. Applicable Law. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE PARTIES' REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

SECTION 6. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Release in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BANK OF AMERICA, N.A., as
Administrative Agent

By: Christine Trotter
Name: Christine Trotter
Title: Vice President

*Signature Page to Release of Security Interest in Trademarks
(BoFA / Sierra Nevada Corporation)*

TRADEMARK
REEL: 007425-FRAME: 0813

SCHEDULE A – TRADEMARKS

Title	Country Name	Filing Date	Application No.	Reg. Date	Reg. Number
DREAM CHASER	USA	5/25/2007	77190634	6/14/2011	3978406
DREAM CHASER(DESIGN)	USA	6/19/2007	77209520	4/12/2011	3944551
DREAM CHASER(DESIGN)	USA	8/2/2013	86027398	9/8/2015	4806337
DREAM CHASER	USA	8/2/2013	86027388	9/8/2015	4806336
DREAM CHASER	USA	8/23/2013	86046337	9/22/2015	4815602
DREAM CHASER(DESIGN)	USA	9/4/2013	86055019	3/18/2014	4498150
DREAM CHASER	USA	9/4/2013	86055014	3/18/2014	4498149
DREAM CHASER	USA	12/17/2013	86145920	9/23/2014	4608700
DREAM CHASER(DESIGN)	USA	12/18/2013	86146715	9/1/2015	4801915
DREAM CHASER(DESIGN)	USA	12/18/2013	86975736	3/3/2015	4696101
MISCELLANEOUSDESIGN (DREAM CHASER DESIGN)	USA	1/14/2014	86165024	6/17/2014	4553643
MISCELLANEOUSDESIGN (DREAM CHASER DESIGN)	USA	9/3/2015	86746832	12/13/2016	5098345
ORBITEC(DESIGN)	USA	7/30/2014	86352251	5/26/2015	4742492
MISCELLANEOUSDESIGN (DREAM CHASER DESIGN)	USA	10/8/2014	86418198	9/29/2015	4824082
PEDALERT	USA	2/12/2004	78366699	4/19/2005	2941880
HYPERCOSM	USA	2/12/2004	78366730	4/19/2005	2941881
ORBITEC	USA	2/13/2004	78367514	6/14/2005	2962444
SPACE GARDEN	USA	6/19/2003	76526435	8/23/2005	2987818
ASTRO GARDEN	USA	10/25/2005	78739626	2/19/2008	3386465
DREAM CHASER(DESIGN)	USA	8/25/2015	86735863	10/4/2016	5052679
DREAM CHASER	USA	8/25/2015	86735862	10/4/2016	5052678
DREAM CHASER(DESIGN)	USA	5/20/2016	87045115	1/23/2018	5383287
VORTEX	USA	1/12/2017	87298939	7/10/2018	5515700
QWKSEP	USA	1/13/2017	87300952	3/13/2018	5424707
DON'T JUST FOLLOW YOUR DREAMS... CHASE THEM!	USA	3/29/2017	87390325	12/3/2019	5926999
DREAM CHASER(DESIGN)	USA	9/15/2017	87609944	5/8/2018	5466407
DREAM	USA	2/12/2018	87794127	6/4/2019	5766825
DREAM	USA	2/13/2018	87795712		
ASTRO GARDEN	USA	2/28/2018	87814238	6/11/2019	5776754
AMERICA'S SPACEPLANE	USA	7/12/2019	88511230	7/14/2020	6103886

TRADEMARK