

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGILE SPACE INDUSTRIES, INC.		09/17/2021	Corporation: DELAWARE
AGILE ADDITIVE, INC.		09/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GREENLINE CDF SUBFUND XXIII LLC		
Street Address:	1324 15TH STREET		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GREENLINE CDF SUBFUND XXXVI LLC		
Street Address:	1324 15TH STREET		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90803699		
Serial Number:	90799507		
Serial Number:	90799301	AGILE	
Serial Number:	90799270		
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	(303)223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		

OP \$115.00 90803699

Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	019753.0041
NAME OF SUBMITTER:	Andrea M. LaFrance
SIGNATURE:	/Andrea M. LaFrance/
DATE SIGNED:	10/01/2021
Total Attachments: 11 source=ASI - Intellectual Property Security Agreement EXECUTED#page1.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page2.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page3.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page4.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page5.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page6.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page7.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page8.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page9.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page10.tif source=ASI - Intellectual Property Security Agreement EXECUTED#page11.tif	

EXECUTION VERSION**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by AGILE SPACE INDUSTRIES, INC., a Delaware corporation, and AGILE ADDITIVE, INC., a Delaware corporation (the “**Grantors**”), in favor of GREENLINE CDF SUBFUND XXIII LLC, a Delaware limited liability company, and GREENLINE CDF SUBFUND XXXVI LLC, a Delaware limited liability company (collectively and together with their successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Credit and Security Agreement, dated as of the date hereof, by and among Grantors and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lender has agreed to make extensions of credit to Grantors upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Lender, a security interest in all of the Grantors’ respective rights, titles, and interests in and to certain Collateral, including all of Grantors’ respective copyrights, trademarks, and patents owned on the date hereof, as applicable, and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their trademarks and patents in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Lender, as follows:

1. Grant of Security. Grantors hereby grant to the Lender, a security interest in all of Grantors’ respective rights, titles and interests in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantors’ Indebtedness:

(a) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule I attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”); and

(b) The U.S. and foreign patents and patent applications set forth on Schedule II attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”).

Notwithstanding the foregoing, the above grant of a security interest shall not include 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.

2. Recordation. Grantors authorize Lender to request that the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.
4. Governing Law. Section 8.13 of the Credit Agreement is incorporated mutatis mutandis.
5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.
6. Notice. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

AGILE SPACE INDUSTRIES, INC.,
a Delaware corporation

DocuSigned by:
Jeffrey A. Max
By: _____
Name: Jeffrey A. Max
Title: Chief Executive Officer

AGILE ADDITIVE, INC.,
a Delaware corporation

DocuSigned by:
Jeffrey A. Max
By: _____
Name: Jeffrey A. Max
Title: Chief Executive Officer

LENDER:

GREENLINE CDF SUBFUND XXIII LLC,
a Delaware limited liability company

By: Greenline Community Development Fund, LLC,
its Managing Member

By: Greenline Community Ventures LLC,
its Managing Member

DocuSigned by:
Andrew T. Walvoord
By _____
Name: Andrew T. Walvoord
Title: Vice President


GREENLINE CDF SUBFUND XXXVI LLC,
a Delaware limited liability company


By: Greenline Community Development Fund, LLC,
its Managing Member

By: Greenline Community Ventures LLC,
its Managing Member

DocuSigned by:
Andrew T. Walvoord
By _____
Name: Andrew T. Walvoord
Title: Vice President


SCHEDULE I**Trademarks**Pending U.S. Trademark Applications of the Grantors:

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Class and Description of Goods Covered	Owner of Record	Status
	90803699	United States	06/30/2021	INTERNATIONAL CLASS 007 Space propulsion systems, namely, rocket engines; Modular space propulsion systems, namely, motor propulsion apparatus for rockets or cubesats; Modular space propulsion systems, namely, fuel tanks, feed systems, valves and valve drivers, and thrusters; Space propulsion systems, namely, rocket motor propulsion apparatus; Space propulsion systems, namely, engines for space vehicles; Apparatus to generate propellant, namely, spacecraft engines; Propulsion system and architecture for use on satellites, space craft and spacecraft platforms; Rocket engines not for land vehicles; Aerospace products, not for land use, namely, satellite propulsion system comprised of rocket engines not for land vehicles and	Agile Space Industries, Inc.	Submitted and in review

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Class and Description of Goods Covered	Owner of Record	Status
				<p>combustion engine fuel nozzles; Propellant tanks for use in spacecraft propulsion systems; Space vehicle engines; Space propulsion systems, namely, space vehicle fuel tanks; Space propulsion systems, namely, reusable vehicle fuel tanks</p> <p>INTERNATIONAL CLASS 012 Space vehicles; Space vehicles, namely, rockets; Space vehicles, namely, lunar landers; Spacecraft thrusters and space vehicle propulsion for use with satellites and space platforms in the nature of thrusters and propulsion systems for space vehicles; Space vehicle thrusters; Propulsion systems for space vehicles; Satellites in the nature of cubesats; Modular space vehicles, namely, cubesats and lunar landing vehicles; Space vehicles, namely, space shuttles</p>		
	90799507	United States	06/28/2021	<p>INTERNATIONAL CLASS 007 Hydrazine thrusters for space-based machinery; Thrusters for rockets; Propellant thrusters for space-based machinery; Space propulsion</p>	Agile Space Industries, Inc.	Submitted and in review

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Class and Description of Goods Covered	Owner of Record	Status
				<p>systems, namely, thrusters</p> <p>INTERNATIONAL CLASS 042</p> <p>Engineering services in the field of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Engineering services, namely, engineering for the aerospace industry; Consultation and research in the field of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Consultation and research in the field of aerospace engineering; Scientific and industrial research in the field of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Scientific analysis and testing of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Scientific analysis and testing of missiles, space shuttles, space vehicles, lunar landing vehicles, and space vehicles; Design and implementation of space-related systems, namely, space propulsion systems, rockets,</p>		

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Class and Description of Goods Covered	Owner of Record	Status
				satellites, and spacecraft; Technology consultation in the field of aerospace engineering; Providing an Internet website portal featuring information in the fields of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Providing an Internet website portal featuring information in the field of aerospace engineering; Providing an Internet website portal featuring information in the field of scientific and industrial research in the field of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Providing an Internet website portal featuring information in the field of scientific analysis and testing of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft		
AGILE	90799301	United States	06/28/2021	INTERNATIONAL CLASS 007 Hydrazine thrusters for space-based machinery; Thrusters for rockets; Propellant thrusters for space-based machinery; Space propulsion systems, namely, thrusters	Agile Space Industries, Inc.	Submitted and in review

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Class and Description of Goods Covered	Owner of Record	Status
	90799270	United States	06/28/2021	<p>INTERNATIONAL CLASS 040 Additive manufacturing of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Custom additive manufacturing of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Custom additive manufacturing for others; Additive manufacturing for others; Custom manufacturing and construction of space-related systems, namely, space propulsion systems, thrusters, fuel tanks, rockets, satellites, and spacecraft; Prototyping of space-related systems, namely, space propulsion systems, thrusters, fuel tanks, rockets, satellites, and spacecraft; Assembly and manufacture of space-related systems, namely, space propulsion systems, rockets, satellites, and spacecraft; Custom additive manufacturing, namely, metal fabrication of space-related systems; Custom additive manufacturing, namely, manufacturing space-related systems from</p>	Agile Additive, Inc.	Submitted and in review

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Class and Description of Goods Covered	Owner of Record	Status
				metal alloys, chromes, and stainless steel; Providing an Internet website portal featuring information in the fields of additive manufacturing of space- related systems, namely, space propulsion systems, rockets, satellites, and spacecraft		

SCHEDULE II

Patents

Pending U.S. Patent Applications of the Grantor:

Title	Country	Application No. & Filing Date
Pulse Performance Analysis of a 45 Newton Additively Manufactured Bipropellant Thruster	United States	Provisional Application Number: 63238436 30-AUG-2021