

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPELLA SPACE CORP.		10/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS COLLATERAL AND ADMINISTRATIVE AGENT		
Street Address:	438 SHOTWELL ST.		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90747262	CAPELLA	
Serial Number:	88764612	CAPELLA SPACE	
Serial Number:	88764613		
CORRESPONDENCE DATA			
Fax Number:			
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0083		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	10/22/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of October 21, 2021, is made by CAPELLA SPACE CORP., a Delaware corporation (the “Grantor”), in favor of HERCULES CAPITAL, INC. (together with its successors and assigns, “Agent”) in its capacity as administrative agent and collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Mezzanine 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 shall not include: (a) any intent-to-use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.) and (b) any United States Government licenses, authorizations, clearances or approvals, and any applications therefor, including, without limitation, any Federal Communications Commission satellite, earth station and/or radio frequency authorizations, any National Oceanic and Atmospheric Administration private remote sensing system licenses, any Department of State or Department of Commerce export control authorizations and any facility security clearances granted by the United States Government to the Grantor or its Subsidiaries; provided, however, the Intellectual Property Collateral shall include all Accounts, all proceeds and all products of such property described in this clause (b).

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.

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.

3. **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 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.

4. **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.

5. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

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

7. 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:

CAPELLA SPACE CORP., a Delaware corporation

DocuSigned by:
Payam Banazadeh
USF1183800A948F...

By: Payam Banazadeh

Title: Chief Executive Officer & President

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

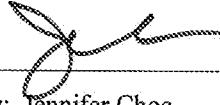
By: _____

Title: _____

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.

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation



By: Jennifer Choe

Title: Associate General Counsel

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application <u>Date</u></u>
Grantor developed and owns the software used for synthetic aperture radar (“SAR”) data processing into imagery products.	N/A	N/A
Grantor developed and owns the Capella Console user interface for ordering SAR imagery products.	N/A	N/A
Grantor developed and owns the automated operations software used to collect customer imagery product orders and schedule SAR data collections by the satellites.	N/A	N/A

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Trademark Name	Country	Status	Application No.	Filing Date
Capella Goat Design	Brazil	Filed	A0109208	24-May-2021
CAPELLA SPACE	Brazil	Filed	A0109210	24-May-2021
CAPELLA SPACE	Canada	Filed	A0109210	24-May-2021
Capella Goat Design	Canada	Filed	A0109208	24-May-2021
Capella Goat Design	China	Filed	57297074	29-Jun-2021
CAPELLA SPACE	China	Filed	57284003	29-Jun-2021
CAPELLA SPACE	China	Filed	57284012	29-Jun-2021
CAPELLA SPACE	China	Filed	57301942	29-Jun-2021
Capella Goat Design	China	Filed	57308246	29-Jun-2021
Capella Goat Design	China	Filed	57303842	29-Jun-2021
CAPELLA SPACE	China	Filed	58816316	27-Aug-2021
Capella Goat Design	European Union	Filed	A0109208	24-May-2021
CAPELLA SPACE	European Union	Filed	A0109210	24-May-2021
CAPELLA SPACE	United Kingdom	Filed	A0109210	24-May-2021
Capella Goat Design	United Kingdom	Filed	A0109208	24-May-2021
Capella Goat Design	India	Filed	A0109208	24-May-2021
CAPELLA SPACE	India	Filed	A0109210	24-May-2021
CAPELLA SPACE	Japan	Filed	A0109210	24-May-2021
Capella Goat Design	Japan	Filed	A0109208	24-May-2021
Capella Goat Design	Russian Federation	Filed	A0109208	24-May-2021
CAPELLA SPACE	Russian Federation	Filed	A0109210	24-May-2021
Capella Goat Design	Turkey	Filed	A0109208	24-May-2021
CAPELLA SPACE	Turkey	Filed	A0109210	24-May-2021
CAPELLA SPACE	Ukraine	Filed	A0109210	24-May-2021
Capella Goat Design	Ukraine	Filed	A0109208	24-May-2021
CAPELLA	USA	Filed	90/747262	01-Jun-2021
CAPELLA SPACE	USA	Allowed	88/764612	17-Jan-2020
Capella Goat Design	USA	Allowed	88/764613	17-Jan-2020
Capella Goat Design	Intl. Reg. Only	Filed	A0109208	24-May-2021
CAPELLA SPACE	Intl. Reg. Only	Filed	A0109210	24-May-2021

EXHIBIT D

Mask Works

None.