

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPELLA SPACE CORP.		10/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
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:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.002510		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	10/22/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of October 21, 2021 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”) and **CAPELLA SPACE CORP.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of March 21, 2018, and as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Borrower dated as of June 26, 2019 (as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing enter into that certain Second Amendment to Loan and Security Agreement dated as of even date herewith by and between Bank and Grantor (the “**Second Amendment**”), but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and Second Amendment, Grantor has granted to Bank 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 Bank 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 and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of 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, extensions, 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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Second Amendment and 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 Bank 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 may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

DocuSigned by:
By: Payam Banazadeh
Name: Payam Banazadeh
Title: Chief Executive Officer and President

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Alexander Primak
Name: Alex Primak
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</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

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	Registration/ Application Number	Registration/ Application Date
Capella Goat Design	Brazil	A0109208	24-May-2021
CAPELLA SPACE	Brazil	A0109210	24-May-2021
CAPELLA SPACE	Canada	A0109210	24-May-2021
Capella Goat Design	Canada	A0109208	24-May-2021
Capella Goat Design	China	57297074	29-Jun-2021
CAPELLA SPACE	China	57284003	29-Jun-2021
CAPELLA SPACE	China	57284012	29-Jun-2021
CAPELLA SPACE	China	57301942	29-Jun-2021
Capella Goat Design	China	57308246	29-Jun-2021
Capella Goat Design	China	57303842	29-Jun-2021
CAPELLA SPACE	China	58816316	27-Aug-2021
Capella Goat Design	European Union	A0109208	24-May-2021
CAPELLA SPACE	European Union	A0109210	24-May-2021
CAPELLA SPACE	United Kingdom	A0109210	24-May-2021
Capella Goat Design	United Kingdom	A0109208	24-May-2021
Capella Goat Design	India	A0109208	24-May-2021
CAPELLA SPACE	India	A0109210	24-May-2021
CAPELLA SPACE	Japan	A0109210	24-May-2021
Capella Goat Design	Japan	A0109208	24-May-2021
Capella Goat Design	Russian Federation	A0109208	24-May-2021
CAPELLA SPACE	Russian Federation	A0109210	24-May-2021
Capella Goat Design	Turkey	A0109208	24-May-2021
CAPELLA SPACE	Turkey	A0109210	24-May-2021

CAPELLA SPACE	Ukraine	A0109210	24-May-2021
Capella Goat Design	Ukraine	A0109208	24-May-2021
CAPELLA	USA	90/747262	01-Jun-2021
CAPELLA SPACE	USA	88/764612	17-Jan-2020
Capella Goat Design	USA	88/764613	17-Jan-2020
Capella Goat Design	Intl. Reg. Only	A0109208	24-May-2021
CAPELLA SPACE	Intl. Reg. Only	A0109210	24-May-2021

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		