

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAWKEYE 360, INC.		03/29/2022	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: 12			
Property Type	Number	Word Mark	
Serial Number:	88439317	HAWKEYE	
Serial Number:	88439330	HAWKEYE	
Serial Number:	88439344	HAWKEYE	
Serial Number:	88439356	HAWKEYE	
Serial Number:	88390668	HAWKEYE 360	
Registration Number:	6203200	HAWKEYE 360	
Registration Number:	6375503	HAWKEYE 360	
Registration Number:	6375504	HAWKEYE 360	
Registration Number:	5971154	SEAKER	
Registration Number:	5971155	SEAKER	
Serial Number:	90702213	MISSION SPACE	
Serial Number:	90702223		
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		

OP \$315.00 88439317

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1629335 TM
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	03/29/2022

Total Attachments: 19

source=Amended_and_Restated_Intellectual_Property_Security_Agreement_-_Hawkeye_360_(2nd_A&R_LSA)#page1.
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 29, 2022, by and between SILICON VALLEY BANK, a California corporation (“Bank”) and HAWKEYE 360, INC., a Delaware corporation (“Grantor”).

RECITALS

A. This Agreement amends and restates in its entirety, and replaces that certain Intellectual Property Security Agreement dated as of February 27, 2020, between Grantor and Bank.

B. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be 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 to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

C. Pursuant to the terms of the Loan Agreement, 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under all of the following assets now or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (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 trade secret rights 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 (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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

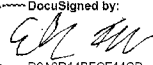
HAWKEYE 360, INC.

By:  _____
DocuSigned by:
1157DEB02549

Title: John Serafini, CEO

BANK:

SILICON VALLEY BANK

By:  _____
DocuSigned by:
00A5D14BFCF4ED

Title: Erik Kiffe, Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

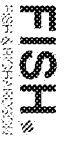
Registration/
Application
Date

None.

EXHIBIT B

Patents

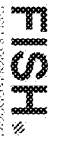
See Attached



Patent Status Report

42989: HawkEye 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appin No	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
42989-0002001		12/5/2016	12/05/2016	15/369,228			5/23/2017	9,661,604	UNITED STATES	ISSUED
DETERMINING EMITTER LOCATIONS										
Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy										
42989-0002002		5/19/2017	05/19/2017	15/599,530	1/4/2018	US-2018-0007853-A1	8/21/2018	10,057,873	UNITED STATES	ISSUED
DETERMINING EMITTER LOCATIONS										
Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy										
42989-0002003		8/20/2018	08/20/2018	15/998,985	1/31/2019	US-2019-0037520-A1	10/8/2019	10,440,677	UNITED STATES	ISSUED
DETERMINING EMITTER LOCATIONS										
Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy										
42989-0002004		8/26/2019	08/26/2019	16/550,369	12/12/2019	US-2019-0380105-A1	10/20/2020	10,813,073	UNITED STATES	ISSUED
DETERMINING EMITTER LOCATIONS										
Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy										
42989-0002005		10/16/2020	10/16/2020	17/072,595	4/22/2021	US-2021-0120514-A1			UNITED STATES	PUBLISHED
DETERMINING EMITTER LOCATIONS										
Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy										



Patent Status Report
42989: HawkeEye 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
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42989-0002006 2/3/2022 02/03/2022 17/592,150

DETERMINING EMITTER LOCATIONS

Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy

UNITED STATES PENDING

42989-0002EP1

6/22/2017 01/09/2019 17820961.5 5/8/2019 3479493

DETERMINING EMITTER LOCATIONS

FA: Fish & Richardson P.C. (Munich Office) FA Ref:

Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy

EUROPEAN PATENT CONVENTION PUBLISHED

42989-0002WO1

6/22/2017 06/22/2017 PCT/US2017/038759 1/4/2018 WO/2018/005227

DETERMINING EMITTER LOCATIONS

Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy

WIPO NAT PHASE

42989-0004001

6/6/2018 06/06/2018 16/000,934 1/3/2019 US-2019-0004144-A1

DETECTING RADIO SIGNAL EMITTER LOCATIONS

Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy

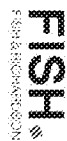
UNITED STATES ISSUED



Patent Status Report
42989: Hawkeye 360, Inc.

FSR Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
42989-0004002		11/1/2019	11/01/2019	16/671,398	2/27/2020	US-2020-0064434-A1	12/8/2020	10,859,668	UNITED STATES	ISSUED
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004003		12/1/2020	12/01/2020	17/108,708	6/24/2021	US-2021-0190896-A1			UNITED STATES	PUBLISHED
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004CA1		6/6/2018	12/06/2019	3067545					CANADA	PENDING
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	FA:	Smart & Biggar/Fetherstonhaugh		FA Ref:	85832219 / 0060412-5478					
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								
42989-0004EP1		6/6/2018	12/06/2019	18825101.1	5/6/2020	3646647			EUROPEAN PATENT CONVENTION	PUBLISHED
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	FA:	Fish & Richardson P.C. (Munich Office)		FA Ref:						
	Inventors:	Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy								

TRADEMARK
REEL: 007673 FRAME: 0900



Patent Status Report
42989: Hawkeye 360, Inc.

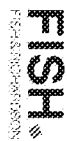
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42989-0004W01		6/6/2018	06/06/2018	PCT/US2018/036186	1/3/2019	WO 2019/005436			WIPO	NAT PHASE
		DETECTING RADIO SIGNAL EMITTER LOCATIONS								
	Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy									

42989-0005P01		PATTERNED BLIND COHERENT INTEGRATION								
	Inventors: Timothy James O'Shea, Robert W. McGwier, Nicholas Aaron McCarthy, Edward Kreinar									

42989-0010001		10/22/2018	10/22/2018	16/166,579	4/25/2019	US-2019-0120928-A1	7/2/2019	10,338,189	UNITED STATES	ISSUED
		METADATA-BASED EMITTER LOCALIZATION								
	Inventors: Timothy James O'Shea, Nicholas Aaron McCarthy, Darek Kawamoto, Edward Kreinar									

42989-0010002		6/27/2019	06/27/2019	16/454,245	10/24/2019	US-2019-0324110-A1	8/11/2020	10,739,436	UNITED STATES	ISSUED
		METADATA-BASED EMITTER LOCALIZATION								
	Inventors: Timothy James O'Shea, Nicholas Aaron McCarthy, Darek Kawamoto, Edward Kreinar									

42989-0010CA1		10/22/2018	03/27/2020	3,078,435					CANADA	PENDING
		METADATA-BASED EMITTER LOCALIZATION								
	FA:	Smart & Biggar/Fetherstonhaugh	FA Ref:	0080412-5525/86306191						
	Inventors:	Timothy James O'Shea, Nicholas Aaron McCarthy, Darek Kawamoto, Edward Kreinar								



Patent Status Report

42989: Hawkeye 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
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42989-0011003

HIERARCHICAL SATELLITE TASK SCHEDULING SYSTEM
 Inventors: T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy

UNITED STATES PROPOSED

42989-0011CA1

10/22/2018 03/27/2020 3078264
 SCHEDULING SYSTEM OF A PLURALITY OF HIERARCHICAL TASKS FOR A SATELLITE SYSTEM
 FA: Smart & Biggar/Fetherstonhaugh FA Ref: 0060412-5526/86306243
 Inventors: T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy

CANADA PENDING

42989-0011EP1

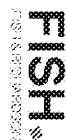
10/22/2018 04/02/2020 18800795.9 8/26/2020 3698486
 HIERARCHICAL SATELLITE TASK SCHEDULING SYSTEM
 FA: Fish & Richardson P.C. (Munich Office) FA Ref:
 Inventors: T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy

EUROPEAN PATENT CONVENTION ALLOWED

42989-0011WO1

10/22/2018 10/22/2018 PCT/US2018/056886 4/25/2019 W/O 2019/079796
 HIERARCHICAL SATELLITE TASK SCHEDULING SYSTEM
 Inventors: T. Charles Clancy, Robert W. McGwier, Timothy James O'Shea, Nicholas Aaron McCarthy

WIPO NAT PHASE



FISH 15,973,490,232,231

Patent Status Report

42989: Hawkeye 360, Inc.

F&R Ref	Client Ref	Filed Date	Mail Date	Appln No.	Publ. Date	Publ. No.	Issue Date	Patent No.	Country	Status
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42989-0013P01

COORDINATING PROPULSION OF MULTIPLE SATELLITE FORMATION

Inventors:

UNITED STATES PROPOSED

42989-0014P01

GEOLOCATION-BASED ACTIVITY HEAT MAPS

Inventors:

UNITED STATES PROPOSED

42989-0015P01

RADAR-BASED GEOLOCATION

Inventors:

UNITED STATES PROPOSED

42989-0016P01

DETERMINING EMITTER LOCATION USING A EARTH-CENTERED, EARTH-FIXED (ECEF) REFERENCE FRAME

Inventors:

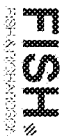
UNITED STATES PROPOSED

42989-0021P01

MISSION SPACE

Inventors: Hyun Kyu Seo, Chad Matthew Margotta, Michael Thomas Werling

8/20/2021	08/20/2021	63/235,338	UNITED STATES	PENDING
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Patent Status Report 42989: Hawkeye 360, Inc.

F&R Ref	Client Ref	Filed Date	Matl Date	Appln No	Publ Date	Publ No	Issue Date	Patent No.	Country	Status
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42989-0022P01									UNITED STATES	PROPOSED
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EFFICIENT TEMPORAL RECTIFICATION OF RADIO FREQUENCY DATA FOR SPATIAL DISCRIMINATION, INCREASED CORRELATION TIME, AND DEEP INFERENCE

Inventors:

42989-0023P01									UNITED STATES	PROPOSED
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GEOLOCATION AIDED UNIQUE SIGNAL RECOGNITION (GA-USR)

Inventors:

42989-0024P01									UNITED STATES	PROPOSED
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DEEP MACHINE LEARNING CLUSTERING FOR DARK SHIP UNIQUE SIGNAL RECOGNITION (USR)

Inventors:

42989-0025P01									UNITED STATES	CLOSED
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MACHINE LEARNING BASED BEHAVIORAL TARGETING OF VESSELS

Inventors:

Matters: Patent Status Report
42989; Hawkeye 360, Inc; Billing: SELECTALL; Supervising: SELECTALL; Handling: SELECTALL; Paralegal: SELECTALL; ANY: SELECTALL

Please note that the following items may not appear on this report: 1) inactive transferred-in matters and 2) active transferred-in patents, for which F&R does not handle annuities.



EXHIBIT C

Trademarks

See Attached.

Trademark Ownership Report – HawKeye 360, Inc. (February 15, 2022)

Trademark	Owner	Goods and Services	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Outstanding Lens / Security Interests
HAWKEYE	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED WITH SATELLITE IMAGERY, SYNTHETIC APERTURE RADAR, AERIAL IMAGERY, AND COMMERCIAL DATA FEEDS	United States	88439317	21-MAY-2019			Pending Intent to Use	See Footnotes 1, 2
HAWKEYE	HAWKEYE 360, INC.	INT. CL. 42 PROVIDING CUSTOMIZED ELECTRONIC DATA FILES FEATURING GEOSPATIAL DATA, ANALYTICS, AND VISUALIZATIONS DERIVED FROM RADIO FREQUENCY DATA COLLECTED BY SATELLITES BASED ON CRITERIA SPECIFIED BY THE CUSTOMER; PROVIDING DATA ANALYTICS SERVICES IN THE FIELD OF RADIO FREQUENCY SIGNALS COLLECTED BY SATELLITES; CUSTOM DESIGN AND DEVELOPMENT OF ELECTRONIC DATA FILES AND ANALYTIC METHODS IN THE FIELD OF RADIO FREQUENCY SIGNALS	United States	88439330	21-MAY-2019			Pending Intent to Use	See Footnotes 1, 2
HAWKEYE	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED WITH SATELLITE IMAGERY, SYNTHETIC APERTURE RADAR, AERIAL IMAGERY, AND COMMERCIAL DATA FEEDS	United States	88439344	21-MAY-2019			Pending Intent to Use	See Footnotes 1, 2
HAWKEYE	HAWKEYE 360, INC.	INT. CL. 42 PROVIDING CUSTOMIZED ELECTRONIC DATA FILES FEATURING GEOSPATIAL DATA, ANALYTICS, AND VISUALIZATIONS DERIVED FROM RADIO FREQUENCY DATA COLLECTED BY SATELLITES BASED ON CRITERIA SPECIFIED BY THE CUSTOMER; PROVIDING DATA ANALYTICS SERVICES IN THE FIELD OF RADIO FREQUENCY SIGNALS COLLECTED BY SATELLITES; CUSTOM DESIGN AND DEVELOPMENT OF ELECTRONIC DATA FILES AND ANALYTIC METHODS IN THE FIELD OF RADIO FREQUENCY SIGNALS	United States	88439356	21-MAY-2019			Pending Intent to Use	See Footnotes 1, 2
HAWKEYE 360	HAWKEYE 360, INC.	INT. CL. 42 PROVIDING CUSTOMIZED ELECTRONIC DATA FILES FEATURING GEOSPATIAL DATA, ANALYTICS, AND VISUALIZATIONS DERIVED FROM RADIO FREQUENCY DATA COLLECTED BY	United States	88390668	17-APR-2019	6203199	24-NOV-2020	Registered	See Footnotes 1, 2

Trademark	Owner	Goods and Services	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Outstanding Lien / Security Interests
		SATELLITES BASED ON CRITERIA SPECIFIED BY THE CUSTOMER; PROVIDING DATA ANALYTICS SERVICES IN THE FIELD OF RADIO FREQUENCY SIGNALS COLLECTED BY SATELLITES; CUSTOM DESIGN AND DEVELOPMENT OF ELECTRONIC DATA FILES AND ANALYTIC METHODS IN THE FIELD OF RADIO FREQUENCY SIGNALS							
HAWKEYE 360 	HAWKEYE 360, INC.	INT. CL. 42 PROVIDING CUSTOMIZED ELECTRONIC DATA FILES FEATURING GEOSPATIAL DATA, ANALYTICS, AND VISUALIZATIONS DERIVED FROM RADIO FREQUENCY DATA COLLECTED BY SATELLITES BASED ON CRITERIA SPECIFIED BY THE CUSTOMER; PROVIDING DATA ANALYTICS SERVICES IN THE FIELD OF RADIO FREQUENCY SIGNALS COLLECTED BY SATELLITES; CUSTOM DESIGN AND DEVELOPMENT OF ELECTRONIC DATA FILES AND ANALYTIC METHODS IN THE FIELD OF RADIO FREQUENCY SIGNALS	United States	88390696	17-APR-2019	6203200	24-NOV-2020	Registered	See Footnotes 1, 2
HAWKEYE 360	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED WITH SATELLITE IMAGERY, SYNTHETIC APERTURE RADAR, AERIAL IMAGERY, AND COMMERCIAL DATA FEEDS	United States	88390712	17-APR-2019	6375503	8-JUN-2021	Registered	See Footnotes 1, 2
HAWKEYE 360 	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE, COMPUTER-READABLE DATA CONTAINING SATELLITE-DERIVED GEOLOCATION INFORMATION SOMETIMES COMBINED WITH SATELLITE IMAGERY, SYNTHETIC APERTURE RADAR, AERIAL IMAGERY, AND COMMERCIAL DATA FEEDS	United States	88390721	17-APR-2019	6375504	8-JUN-2021	Registered	See Footnotes 1, 2
SEAKER	HAWKEYE 360, INC.	INT. CL. 42 CUSTOM DESIGN AND DEVELOPMENT OF COMPUTER-READABLE DATA AND ANALYTIC METHODS FOR LOCATING, TRACKING, MONITORING AND ANALYZING MARITIME VESSEL MOVEMENTS AND MARITIME ACTIVITIES	United States	88390729	17-APR-2019	5971154	28-JAN-2020	Registered	See Footnotes 1, 2
SEAKER	HAWKEYE 360, INC.	INT. CL. 9 DOWNLOADABLE COMPUTER-READABLE DATA DERIVED FROM ANALYSIS OF SATELLITE DATA FOR USE IN LOCATING, TRACKING, MONITORING AND ANALYZING MARITIME VESSEL MOVEMENTS AND MARITIME ACTIVITIES	United States	88390737	17-APR-2019	5971155	28-JAN-2020	Registered	See Footnotes 1, 2
MISSION SPACE	HAWKEYE	INT. CL. 42 PROVIDING AN INTERNET WEBSITE	United States	90702213	11-MAY-2021			Pending	None Reported

Trademark	Owner	Goods and Services	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Outstanding Liens / Security Interests
Miscellaneous Design (Starburst)	HAWKEYE 360, INC.	PORTAL FEATURING INTERACTIVE MAPS, ANALYTIC AND COLLABORATIVE TOOLS, AUTOMATED ALERTS, AND ARTIFICIAL INTELLIGENCE FOR ACCESSING, SEARCHING, LOCATING, DISPLAYING, ANALYZING, AND CORRELATING RADIO-FREQUENCY EMITTER DATA WITH OTHER INFORMATION SOURCES, INCLUDING SATELLITE REMOTE SENSING DATA, CORPORATE PROFILES, AND PUBLIC RECORDS	United States	90702223	11-MAY-2021			Pending	None Reported

TRADEMARK
REEL: 007673 FRAME: 0909

Footnotes:

- 1) Intellectual Property Security Agreement
 Assignor: Hawkeye 360, Inc. (Delaware corporation)
 Assignee: Silicon Valley Bank (California corporation)
 Reel/Frame: 6877/0895
 Executed: February 27, 2020
 Recorded: February 28, 2020

- 2) Intellectual Property Security Agreement
 Assignor: Hawkeye 360, Inc. (Delaware corporation)
 Assignee: Silicon Valley Bank as administrative agent (California corporation)
 Reel/Frame: 6877/0914
 Executed: February 27, 2020
 Recorded: February 28, 2020

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

NY:2335637