

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maxar Technologies Holdings Inc.		06/14/2022	Corporation: DELAWARE
Maxar Intelligence Inc.		06/14/2022	Corporation: DELAWARE
Maxar Space LLC		06/14/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	Global Capital Markets
Internal Address:	15950 N. Dallas Pkwy, Suite 550
City:	Dallas
State/Country:	TEXAS
Postal Code:	75248
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2650079	IKONOS
Registration Number:	2136168	DIGITALGLOBE
Registration Number:	2484701	DIGITALGLOBE
Registration Number:	2264047	DIGITALGLOBE
Registration Number:	4653570	DIGITALGLOBE
Registration Number:	2653714	DIGITALGLOBE
Registration Number:	4180489	FIRSTLOOK
Registration Number:	5341290	GEOHIVE
Registration Number:	3614695	IMAGECONNECT
Registration Number:	2593257	PHOTOMAPPER
Registration Number:	3482049	ROADTRACKER
Registration Number:	5465351	SECUREWATCH
Registration Number:	5192964	SEE A BETTER WORLD
Registration Number:	5586842	SPACENET
Registration Number:	4816466	WORLDVIEW

OP \$540.00 2650079

Property Type	Number	Word Mark
Registration Number:	4816469	WORLDVIEW
Registration Number:	4816472	WORLDVIEW
Registration Number:	6053812	RADIANT SOLUTIONS
Registration Number:	4973452	SSL
Registration Number:	5027390	SSL
Registration Number:	4973453	SSL

CORRESPONDENCE DATA

Fax Number:

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: 2126834120
Email: luis.rodriguez@unitedcorporate.com
Correspondent Name: Elaine Carrera, Senior Paralegal
Address Line 1: 32 Old Slip
Address Line 2: c/o Cahill Gordon & Reindel llp
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/17/2022

Total Attachments: 7
source=39. Maxar - Trademark Security Agreement (Notes)#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. MAXAR TECHNOLOGIES HOLDINGS INC.
- 2. MAXAR INTELLIGENCE INC.
- 3. MAXAR SPACE LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-DE; 2. Corp.-DE; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 14, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Street Address: Global Capital Markets, 15950 N. Dallas Pkwy., Suite 550

City: Dallas

State: TX

Country: USA Zip: 75248

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

June 14, 2022

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2022, made by each of the undersigned grantors (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Wilmington Trust, National Association, in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors and Maxar Technologies Inc., a Delaware corporation (the “**Company**”) are party to that certain Security Agreement, dated as of June 14, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Notes Collateral Agent pursuant to which the Grantors have agreed to execute and deliver this Patent Security Agreement (this “**Trademark Security Agreement**”); and

WHEREAS, the Company, Wilmington Trust, National Association, as trustee, and the Notes Collateral Agent entered into that certain indenture, dated as of June 14, 2022 (the “**Indenture**”), pursuant to which (x) the Company has issued \$500,000,000 aggregate principal amount of its 7.750% Senior Secured Notes due 2027, and (y) each Grantor has agreed to secure such Grantor’s obligations under the Notes and the Indenture as set forth herein;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) trademarks of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Assets); and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Grantors in accordance with Section 5.1 of the Security Agreement, the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Electronic Signatures. This Trademark Security Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Trademark Security Agreement. This Trademark Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Notes Collateral Agent of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. For purposes hereof, “**Electronic Record**” and “**Electronic Signature**” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time. Unless otherwise provided herein or in any of the other Security Documents, the words “execute”, “execution”, “signed”, and “signature” and words of similar import used in or related to any document to be signed in connection with this Agreement, any of the Security Documents or any of the transactions contemplated hereby (including amendments, waivers, consents and other modifications) shall be deemed to include electronic signatures and 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 in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest 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, and any other similar state laws based on the Uniform Electronic Transactions Act, provided that, notwithstanding anything herein to the contrary, the Notes Collateral Agent is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by such Notes Collateral Agent pursuant to procedures approved by such Notes Collateral Agent.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. First Lien Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the First Lien Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

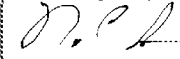
SECTION 8. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MAXAR INTELLIGENCE INC.
MAXAR TECHNOLOGIES HOLDINGS INC.
MAXAR SPACE, LLC

By: 

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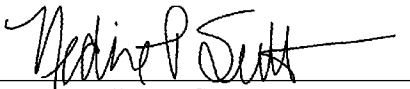
Name: Biggs C. Porter
Title: Executive Vice President and Chief Financial Officer

[Signature page to the Trademark Security Agreement]

TRADEMARK
REEL: 007756 FRAME: 0163

Accepted and Agreed to:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent

By: 

Name: Nedine P. Sutton

Title: Vice President

[Signature page to the Trademark Security Agreement]




TRADEMARK
REEL: 007756 FRAME: 0164

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS AND TRADEMARK APPLICATIONS:

Trademark	TM Image	App No	App Date	Reg No	Reg Date	Country	Status	Owner
IKONOS		76007511	3/23/2000	2650079	11/12/2002	United States	Registered	DigitalGlobe Inc. ¹
DIGITALGLOBE		75025772	11/30/1995	2136168	2/10/1998	United States	Registered	Maxar Intelligence Inc.
DIGITALGLOBE		75923645	2/22/2000	2484701	9/4/2001	United States	Registered	Maxar Intelligence Inc.
DIGITALGLOBE		75319557	7/3/1997	2264047	7/27/1999	United States	Registered	Maxar Intelligence Inc.
DIGITALGLOBE & Design		85880376	3/19/2013	4653570	12/9/2014	United States	Registered	Maxar Intelligence Inc.
DIGITALGLOBE & Design		76265969	5/31/2001	2653714	11/26/2002	United States	Registered	Maxar Intelligence Inc.
FIRSTLOOK		85301973	4/22/2011	4180489	7/24/2012	United States	Registered	Maxar Intelligence Inc.
GEOHIVE		86817700	11/12/2015	5341290	11/21/2017	United States	Registered	Maxar Intelligence Inc.
IMAGECONNECT		77412508	3/4/2008	3614695	5/5/2009	United States	Registered	Maxar Intelligence Inc.
PHOTOMAPPER		76235675	3/30/2001	2593257	7/9/2002	United States	Registered	Maxar Intelligence Inc.
ROADTRACKER		78441732	6/25/2004	3482049	8/5/2008	United States	Registered	Maxar Intelligence Inc.
SECUREWATCH		87181557	9/23/2016	5465351	5/8/2018	United States	Registered	Maxar Intelligence Inc.
SEE A BETTER WORLD		87075825	6/17/2016	5192964	4/25/2017	United States	Registered	Maxar Intelligence Inc.
SPACENET		87232837	11/10/2016	5586842	10/16/2018	United States	Registered	Maxar Intelligence Inc.
WORLDVIEW		86440216	10/30/2014	4816466	9/22/2015	United States	Registered	Maxar Intelligence Inc.
WORLDVIEW		86440266	10/30/2014	4816469	9/22/2015	United States	Registered	Maxar Intelligence Inc.

¹ DigitalGlobe, Inc. is a prior name of Maxar Intelligence Inc. Company will update record ownership.

Trademark	TM Image	App No	App Date	Reg No	Reg Date	Country	Status	Owner
WORLDVIEW		86440302	10/30/2014	4816472	9/22/2015	United States	Registered	Maxar Intelligence Inc.
RADIANT SOLUTIONS		87815509	2/28/2018	6053812	5/12/2020	United States	Registered	Maxar Technologies Holdings Inc.
SSL & Design		85846452	2/11/2013	4973452	6/7/2016	United States	Registered	Space Systems/Loral, LLC ²
SSL & Design		85846458	2/11/2013	5027390	8/23/2016	United States	Registered	Space Systems/Loral, LLC
SSL & Design		85846470	2/11/2013	4973453	6/7/2016	United States	Registered	Space Systems/Loral, LLC

² Space Systems/Loral, LLC is prior name Maxar Space LLC. Company to update record ownership.