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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mynaric AG		04/25/2023	Aktiengesellschaft (Ag): GERMANY

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6115698	MYNARIC

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	052434-0294
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	04/25/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2023 (as amended, restated, supplemented or otherwise modified, this "<u>Agreement</u>"), between Mynaric AG, a German joint stock corporation (Aktiengesellschaft) (the "<u>Grantor</u>") and Alter Domus (US) LLC, as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>").

Reference is made to (a) the Credit Agreement, dated as of April 25, 2023 among the Mynaric USA Inc., a Delaware corporation (the "Borrower"), the Grantor, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of April 25, 2023, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.
- 2. <u>Grant of Security Interest.</u> As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):
- (a) all U.S. Trademarks of such Grantor, including the registrations and registration applications in the United States Patent and Trademark Office listed on <u>Schedule I</u> and all reissues, renewals, continuations and extensions thereof and amendments thereto; <u>provided</u> that no lien or security interest is granted hereunder with respect to any United States intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto,
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
 - (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto; and
 - (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.
- 3 <u>Security Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in

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the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

- 4 <u>Counterparts</u>. 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 of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

MYNARIC AG

By:

Name of Joachim Horwath

Title: Member of the Management

Board

By:

Name: Stefan Berndt-von Bülow
Title: Member of the Management

Board

Signature Page to Trrademark Security Agreement

ALTER DOMUS (US) LLC, not in its individual capacity but solely in its capacity as Administrative Agent

By:

Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg No.	Reg. Date	Serial No.	Filing Date
MYNARIC	6115698	8/4/2020	87542316	7/25/2017

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RECORDED: 04/25/2023