

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxar Intellegence Inc.		09/12/2023	Corporation: DELAWARE
Maxar Mission Solutions Inc.		09/12/2023	Corporation: COLORADO
Maxar Space LLC		09/12/2023	Limited Liability Company: DELAWARE
Maxar Technologies Holdings Inc.		09/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sixth Street Lending Partners, as Administrative Agent		
Street Address:	2100 McKinney, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	98109618	X	
Serial Number:	98109627	X	
Serial Number:	98109629	X	
Serial Number:	98109648	X	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2119446 TM		

OP \$115.00 98109618

NAME OF SUBMITTER:	Dahlia Gottlieb
SIGNATURE:	/Dahlia Gottlieb/
DATE SIGNED:	09/14/2023
Total Attachments: 5 source=Project Galileo - IP Security Agreement (September 2023) [Executed] - Trademarks - with cover#page3.tif source=Project Galileo - IP Security Agreement (September 2023) [Executed] - Trademarks - with cover#page4.tif source=Project Galileo - IP Security Agreement (September 2023) [Executed] - Trademarks - with cover#page5.tif source=Project Galileo - IP Security Agreement (September 2023) [Executed] - Trademarks - with cover#page6.tif source=Project Galileo - IP Security Agreement (September 2023) [Executed] - Trademarks - with cover#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 12, 2023, (this “Agreement”), by those entities listed on the signature page hereto (each, a “Grantor” and, collectively, the “Grantors”) in favor of Sixth Street Lending Partners, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of May 3, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders, the Issuing Banks and the Swingline Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of May 3, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Galileo Intermediate, Inc., a Delaware corporation (“Holdings”), Galileo Parent, Inc., a Delaware corporation (the “Borrower”), the Lenders, the Swingline Lenders (as defined in the Credit Agreement) from time to time party thereto, the Issuing Banks (as defined in the Credit Agreement) from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto; and

C. all Proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in 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.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor’s expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5 *Intercreditor Agreement Governs.* Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent with respect to any IP Collateral hereunder are subject to the provisions of each applicable Intercreditor Agreement. In the event of any conflict between the provisions of any Intercreditor Agreement and this Agreement, the provisions of such Intercreditor Agreement shall govern and control.

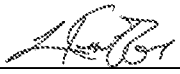
SECTION 6. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on 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 by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system 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 similar state laws based on the Uniform Electronic Transactions Act.

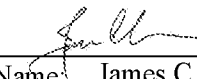
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IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the day and year first above written.

**MAXAR INTELLIGENCE INC.
MAXAR MISSION SOLUTIONS INC.
MAXAR SPACE LLC**

By: 
Name: Laurie Korneffel
Title: Deputy General Counsel

MAXAR TECHNOLOGIES HOLDINGS INC.

By: 
Name: James C. Lee
Title: SVP & General Counsel

SCHEDULE I

TRADEMARKS

None.

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Maxar Technologies Holdings Inc.	98109618	X Design
Maxar Technologies Holdings Inc.	98109627	X Design
Maxar Technologies Holdings Inc.	98109629	X Design
Maxar Technologies Holdings Inc.	98109648	X Design

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Maxar Mission Solutions Inc.	18/203,967	Techniques for Deriving and/or Leveraging Application-Centric Model Metric
Maxar Space LLC	18/333,908	DEPLOYMENT MECHANISM WITH INTEGRAL ACTUATION DEVICE
Maxar Intelligence Inc.	18/448,818	Space Environment Characterization
Maxar Mission Solutions Inc.	18/316,016	JOINT PAN -SPECTRAL (JPAL) RESTORATION
Maxar Space LLC	18/353,534	LINKED SPACECRAFT DISPENSING
Maxar Space LLC	18/353,548	DISPENSING HINGE ASSEMBLY
Maxar Intelligence Inc.	63/507,284	Location Scouting Application Leveraging High-Resolution 2D Satellite Imagery, 3D Multiview Photogrammetry Data, and 3D Procedurally-Generated Data