

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lockheed Martin Corporation		10/11/2006	CORPORATION: MARYLAND
Lockheed Martin Commercial Space Company, Inc.		10/11/2006	CORPORATION: CALIFORNIA
Lockheed Martin Commercial Launch Services, Inc.		10/11/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lockheed Khrunichev Energia International, Inc.
Street Address:	1660 International Drive
Internal Address:	Suite 800
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78850036	ILS
Serial Number:	78849298	ILS
Registration Number:	2051693	INTERNATIONAL LAUNCH SERVICES, INC.
Registration Number:	2659145	NO HIGHER STANDARD

CORRESPONDENCE DATA

Fax Number: (804)698-5142
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (804) 697-1278
 Email: trademarks@troutmansanders.com
 Correspondent Name: Robert L. Brooke
 Address Line 1: 600 Peachtree Street, N.E., Suite 5200

OP \$115.00 78850036

Address Line 2: Bank of America Plaza
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	040594.2
NAME OF SUBMITTER:	Robert L. Brooke
Signature:	/Robert L. Brooke/
Date:	12/15/2006

Total Attachments: 8

source=License and Assignment#page1.tif
source=License and Assignment#page2.tif
source=License and Assignment#page3.tif
source=License and Assignment#page4.tif
source=License and Assignment#page5.tif
source=License and Assignment#page6.tif
source=B17 One#page1.tif
source=B17 Two#page1.tif

LICENSE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (together with the Attachment hereto, this "Agreement") is made as of the 11th day of October 2006, by and among Lockheed Martin Corporation, a Maryland corporation ("Lockheed Martin"), Lockheed Martin Commercial Space Company, Inc., a California corporation ("LMCSC"), Lockheed Martin Commercial Launch Services, Inc., a Delaware corporation ("LMCLS" and, collectively with Lockheed Martin and LMCSC, the "Assignors"), and Lockheed Khronichev Energia International, Inc., a Delaware corporation ("LKEI").

WITNESSETH:

WHEREAS, Assignors and Space Transport Inc. ("Space Transport") have entered into a Securities Purchase Agreement dated as of September 6, 2006 (the "SPA"), pursuant to which Space Transport has agreed to purchase the Purchased Shares and the Venture Indebtedness (as defined therein) from the Assignors; and

WHEREAS, the parties hereto are entering into this Agreement to effect the transfer to LKEI of the Transferred Assets and Transferred Liabilities in accordance with Section 5.3(a) of the SPA;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Agreement but not defined herein shall have the meanings given such terms in the SPA.

ARTICLE II ASSIGNED ASSETS

Section 2.01 Assignment of Assets. Effective at 12:01 a.m., Eastern time, on the date hereof (the "Closing Time"), upon the terms and subject to the conditions set forth in this Agreement and the SPA, Assignors hereby assign, sell, transfer, convey and deliver to LKEI, and LKEI hereby receives, acquires and accepts from Assignors, the Transferred Assets set forth in Attachment I hereto and all other material assets, contracts or other rights owned or held by the Assignors to the extent used in, relating to or arising from the Business.

ARTICLE III ASSUMED LIABILITIES

Section 3.01 Assumption of Liabilities. Effective at the Closing Time, upon the terms and subject to the conditions of this Agreement and the SPA, LKEI hereby unconditionally assumes and agrees to pay, perform, discharge and satisfy in a timely manner and in accordance with all the terms thereof all of the liabilities and obligations of each Assignor with respect to the Transferred Liabilities, set forth in Attachment I hereto and all other liabilities and obligations of

each Assignor to the extent used in, relating to or arising from the Business (other than the Retained Liabilities).

ARTICLE IV LICENSES

Section 4.01 License to Use. Effective as of the date hereof and subject to compliance with Applicable Law, Assignors here by grant to LKEI, and LKEI hereby accepts, a worldwide, perpetual, irrevocable, non-transferable, no-cost, royalty-free, non-exclusive license in the intellectual property set forth in Attachment II hereto owned by Assignors or their Affiliates to the extent used in or related to the Business (the "Licensed Intellectual Property"), including the right to create derivative works and modifications to, to create materials that incorporate the Licensed Intellectual Property or otherwise use the Licensed Intellectual Property and to perform or have performed services which incorporate or otherwise use the Licensed Intellectual Property.

ARTICLE V MISCELLANEOUS

Section 5.01 Dispute Resolution.

(a) In the event of any controversy or claim between an Assignor and LKEI arising out of, relating to or in connection with any provision of this Agreement, or the rights or obligations of such Assignor and LKEI hereunder, the parties agree to submit the dispute to final and binding arbitration before a panel of three arbitrators in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules").

(b) Arbitration will be commenced by a party filing a demand for arbitration pursuant to the AAA Rules (an "Arbitration Demand"). That party also shall send a copy of the Arbitration Demand to the other parties. Such Assignor involved in the dispute shall select one (1) arbitrator and LKEI shall select one (1) arbitrator within 10 Business Days of the date of the Arbitration Demand and shall so notify the other party in writing, or, if a party to the dispute fails to select an arbitrator within such 10 Business Day period, the American Arbitration Association (the "AAA") shall make such appointment within five (5) Business Days thereafter and shall notify the parties involved in such dispute in writing. Within 10 Business Days from their appointment, the two (2) arbitrators thus appointed shall select a third arbitrator, who shall act as the chairman of the panel, and shall notify the parties involved in the dispute in writing of their selection of the third arbitrator. If the two (2) arbitrators fail to agree on a third arbitrator within 10 Business Days of their selection, the AAA shall make the appointment within five (5) Business Days thereafter and shall notify the parties involved in the dispute in writing of its selection. If an arbitrator so selected becomes unable to serve, his or her successors shall be similarly selected or appointed.

(c) The arbitration shall be conducted pursuant to the Federal Arbitration Act and such procedures as the parties involved in the dispute may agree, or, in the absence of such agreement, pursuant to the AAA Rules. The arbitrators will agree to comply with the Federal Arbitration Act and the procedures agreed to by the parties involved in the dispute, or if applicable, the AAA Rules (including any and all of the time deadlines governing the arbitrators' conduct set forth in the Federal Arbitration Act, the procedures agreed to by the parties involved

in the dispute and the AAA Rules, as applicable) and the terms of this Section 5.01. The arbitrators shall have case management authority and shall resolve the dispute in final by delivery of a written decision to all parties involved in the dispute within 90 days from the commencement of the arbitration. In the event the arbitrators fail to resolve the dispute in final within 90 days from the commencement of the arbitration, any party involved in the dispute may serve a written notice to the arbitrators and to the other party involved in the dispute that requires the arbitrators to resolve the dispute in final within 30 days of service of such written notice, *provided* that such party was not the reason for or cause of the delay. If the arbitrators fail to resolve the dispute within such 30-day period, any party involved in the dispute may remove the case from arbitration and file the action as a lawsuit. In the event a party removes the case from arbitration pursuant to the provisions hereof, each party involved in the dispute hereby waives any objection that it may now or hereafter have to such removal or that such dispute continues to be subject to arbitration. For purposes of calculating the effects of any statutes of limitations, any lawsuit initiated pursuant to this provision will be deemed to have been filed on the date that the arbitration was commenced, as established by the Federal Arbitration Act or the AAA Rules, if applicable.

(d) The parties agree that a judgment may be entered on the arbitrators' award in any court of competent jurisdiction. In reaching a decision, the arbitrators shall interpret, apply and be bound by this Agreement and by Applicable Law. The arbitrators shall have no authority to add to, detract from or modify this Agreement or any Applicable Law in any respect. The arbitrators may grant any remedy or relief that a court of competent jurisdiction could grant, except that the arbitrators may not grant any relief or remedy greater than that sought by the parties involved in the dispute, nor any special, exemplary or punitive damages, including lost profits and opportunity costs (except in each case to the extent assessed in connection with claims by other Persons).

(e) Any up-front costs of the arbitrators shall be borne one-half by the Assignor involved in the dispute and one-half by LKEI; provided, however, that the arbitrators shall have the right to require the non-prevailing party in any such arbitration to pay, and to the extent applicable reimburse the prevailing party for, the costs and expenses of the arbitrators, including costs and expenses payable to the AAA and to the arbitrators. Each party involved in the dispute shall bear its own costs incurred in connection with attorneys' fees and related expenses.

Section 5.02 Treatment of SPA. Notwithstanding anything to the contrary contained herein, this Agreement is not intended to alter the rights or obligations of the parties to the SPA. In the event of any inconsistencies between the terms of this Agreement and the terms of the SPA, and with respect to matters addressed in the SPA but not addressed herein, the terms of the SPA shall control as between the parties thereto.

Section 5.03 Further Assurances. Each party hereto agrees to execute and deliver such other instruments, documents, certificates, agreements and other writings and take such other actions as may be necessary or desirable to effect the transactions contemplated hereby. Except as otherwise expressly set forth in this Agreement, no party hereto shall be required to make any payments in order to obtain any consents or approvals necessary or desirable in connection with effecting the transactions contemplated hereby.

Section 5.04 Counterparts; Effectiveness. This Agreement may be signed (by facsimile signature page or otherwise) in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

Section 5.05 Captions. The captions used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.


Section 5.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent any provision of this Agreement is determined to be prohibited or unenforceable in any jurisdiction, Assignors and LKEI agree to use reasonable commercial efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable, implement the purposes and intent of the prohibited or unenforceable provision.

Section 5.07 Governing Law. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of New York (without regard to the choice of law provisions thereof).


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by an authorized person on the date first above written.

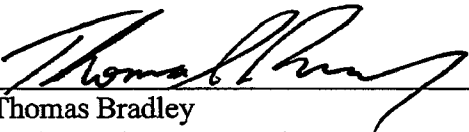
LOCKHEED MARTIN CORPORATION

By: 
Thomas Bradley
Vice President

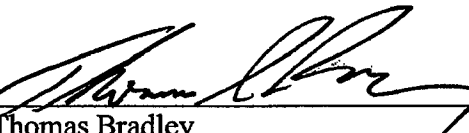
LOCKHEED MARTIN COMMERCIAL
LAUNCH SERVICES, INC.

By: 
Thomas Bradley
Authorized Representative

LOCKHEED MARTIN COMMERCIAL SPACE
COMPANY, INC.

By: 
Thomas Bradley
Authorized Representative

LOCKHEED KHRUNICHEV ENERGIA
INTERNATIONAL, INC.

By: 
Thomas Bradley
Authorized Representative

[SIGNATURE PAGE TO LICENSE AND ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 003445 FRAME: 0909

ATTACHMENT I

TRANSFERRED ASSETS AND LIABILITIES

1. Except as otherwise indicated on Schedule B.17 of the SPA, the items on Schedule B.17 of the SPA to the extent not already owned by ILS or LKEI.
2. Logistics and Management Support Agreement LMCSC-SC-0411-582 between LMCSC and Weissker, Inc., commencing January 1, 2005, as amended
3. Solely to the extent related to the Business, International Representative Agreement LMOC-03-39 between Lockheed Martin Overseas Corporation and Intergulf Services, Inc., dated September 3, 2003, as amended
4. See the list below of capitalized equipment. In addition, all equipment (including computers, cell phones and Blackberries) and supplies located at the ILS facility in McLean, Virginia, the Weissker facility in Moscow, Russia or the Baikonur Launch Complex in Kazakhstan used primarily in the Business.

<u>Asset</u>	<u>Asset description</u>
17162000000	TRAMMEL CROW CO LEASEHOLD IMPROVEMENT
17162000001	TRAMMEL CROW CO LEASEHOLD IMPROVEMENT
17162000002	ARTON ATLANTIC LEASEHOLD IMPROVEMENT
17162000003	THE M GROUP LEASEHOLD IMPROVEMENT
17312000000	GTE PHONE SYSTEM ADD
17312000001	2 BOARD ROOM PROJECTORS
17312000002	PROJECTOR CONF CTR
17312000003	CARD READERS
17312000004	CARD READERS
17312000005	GTE PHONE SYSTEM
17312000006	VIDEO CONF SYSTEM
17312000007	2-20099748611 CANON IR 6000
17312000008	2-20099748611 CANON IR 6000
17312000009	2-20099744831 PROJECTOR
17312000010	2-20099744831 SOUND SYSTEM
17312000011	2-20099744831 COMPUTER
17322000000	BMW 728IA
17322000001	VOLKSWAGEN CARAVELLE T4
17322000002	2-20099759881 VAN
17332000001	DELLIS SERVER-MCLEAN, VA
17332000002	2-20099755271 SERVER
17332000003	2-20099755271 SERVER
17332000004	2-20099755251 SERVER

EXECUTION COPY

**TRADEMARK
REEL: 003445 FRAME: 0910**

SCHEDULE B.17
INTELLECTUAL PROPERTY

Trademarks

Trademark Name	Status	Country	Business Unit	App# Filing Date	Reg# Reg Date	Renewal Date	Class	Goods Description
ILS	Pending	United States	ILS	78/850.036			39	Pre-launch preparations and launching of satellites and space vehicles for others.
				3/30/2006				
ILS (&DESIGN)	Registered	Germany	ILS	39955019.4	39955019	9/7/2009	39	Pre-launch preparations and launching of satellites and space vehicles.
				9/7/1999	11/10/1999			
ILS (&DESIGN)	Registered	France	ILS	98812387	99 812387	9/14/2009	39, 42	Preparations of Vehicles Launching Before Takeoff and Launching Satellites and Space Vehicles.
				9/15/1999	9/15/1999			
ILS (&DESIGN)	Registered	Great	ILS	2207971	2207971	9/7/2009	39	Preparing launch vehicles for

CONFIDENTIAL

		Britain		9/7/1999	4/28/2000			flight; launching of satellites and space vehicles.
ILS (&DESIGN)	Registered	Japan	ILS	104203/99	4641502	1/31/2013	39	Pre-launch preparations; launching of satellites and space vehicles.
				11/12/1999	1/31/2003			
ILS (&DESIGN)	Registered	Kazakhstan	ILS	14331	11345	9/30/2009	39, 42	Pre-launch preparations and launching of satellites and space vehicles.
				9/30/1999	2/28/2001			
ILS (&DESIGN)	Registered	Russia	ILS	99714645	203093	9/16/2009	39	Pre-launch preparations and launching of satellites and space vehicles.
				9/16/1999	6/21/2001			
ILS (&DESIGN)	Pending	United States	ILS	78/849,298			39	Pre-launch preparations and launching of satellites and space vehicles for others
				3/29/2006				
No Higher Standard	Registered	United States	ILS	76/362,496	2,659,145	12/10/2012	39	Pre-launch preparations and launching of satellites and space vehicles for others.
				1/23/2002	12/10/2002			
INTERNATIONAL LAUNCH SERVICES, Inc.	Registered	United States	ILS	74/730,222	2,051,693	4/8/2007	39	Launch and placement in prescribed orbit of satellites for others.
				9/18/1995	4/8/1997			