

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WorldVu Satellites Limited		07/12/2018	Private Limited Company: JERSEY
RECEIVING PARTY DATA			
Name:	SOFTBANK GROUP CORP.		
Street Address:	1-9-1 Higashi-Shimbashi, Minato-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	105-7303		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86513459	ONEWEB	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Broulevard, Suite 400		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	29516-210		
NAME OF SUBMITTER:	Min Heo		
SIGNATURE:	/Min Heo/		
DATE SIGNED:	07/19/2018		
Total Attachments: 14			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2018 (“**Trademark Security Agreement**”), made by the signatory hereto (together with any other entity that may become a party hereto as provided herein, the “**Trademark Grantors**”), is in favor of SOFTBANK GROUP CORP., a Japanese corporation, as collateral agent for the Purchasers under the Note Purchase Agreement, as the Secured Party (the “**Secured Party**”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as July 12, 2018 (the “**Security Agreement**”) in favor of the Secured Party, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party and the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase one or more Notes from the Issuer thereunder, each Trademark Grantor hereby grants to the Secured Party a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, together, in each case, with the product lines and goodwill of the business connected with the use thereof (all of the foregoing, “**Trademarks**”), of such Trademark Grantor registered or applied for in the United States Patent and Trademark Office, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

WORLDVU SATELLITES LIMITED,
a private limited company formed
under the laws of Jersey

By: 
Name: Kathleen Guere
Title: Director

WorldVu Satellites Limited
13 Castle Street
St. Helier, Jersey JE4 5UT
Attention: General Counsel
Email: generalcounsel@oneweb.net

Accepted and Agreed:
SOFTBANK GROUP CORP., as collateral agent
for the Purchasers under the Note Purchase Agreement

By: 
Name: Ren Tanaka
Title: Corporate Officer

SoftBank Group Corp.

1-9- 1 Higashi-Shimbashi, Minato-ku,
Tokyo, 105-7303 Japan
Attention: New Business Promotion Dept.
Email: sbgrp-sbg-nbp@g.softbank.co.jp

With a copy to:
Attention: General Manager, Legal
Email: sbgrp-legalnotice@g.softbank.co.jp

ny-1326645

TRADEMARKS

Trademark Registrations and Applications

Designation(s) under the Madrid Protocol (IR 1262843) ONEWEB in International Classes 009 and 038¹

AG (Antigua and Barbuda) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved)².**

AU (Australia) - **Grant of Protection³.**

AZ (Azerbaijan) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

BQ (Bonaire, Saint Eustatius and Saba) - **Protection** in the Caribbean Netherlands (BQ) is **granted automatically** with the designation.

BT (Bhutan) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

BW (Botswana) – **Grant of Protection.**

CH (Switzerland) – **Grant of Protection.**

CN (China) – **Grant of Protection⁴.**

CO (Colombia) – **Grant of Protection.**

CU (Cuba) - **Grant of Protection.**

CW (Curacao) - **Grant of Protection.**

DK (Denmark) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

EG (Egypt) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

¹ The priority filing date is January 25, 2015.

² This is one of the three possible outcomes of the examination in the Madrid Protocol Designated Country: Applicant has not received any communications by the Examining Office (tacit acceptance) within the 12 or 18-month limit, which means protection is considered granted.

³ Second possible outcome is when Applicant has received a Statement of Grant of Protection.

⁴ The original Certificates of Registration have been issued on May 31, 2018.

EM (European Community: Austria, Benelux (Belgium, the Netherlands and Luxembourg), Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.) – **Grant of Protection.**

FR (France) - **Grant of Protection.**

GE (Georgia) - **Grant of Protection.**

GH (Ghana) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

IN (India) - Total Provisional Refusal of Protection.

IS (Iceland) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

KE (Kenya) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

KG (Kyrgyzstan) - **Grant of Protection.**

KH (Cambodia) - **Grant of Protection.**

KZ (Kazakhstan) – **Grant of Protection.**

MA (Morocco) - **Grant of Protection.**

MC (Monaco) – **Grant of Protection.**

MG (Madagascar) – **Grant of Protection.**

MN (Mongolia) – **Grant of Protection.**

MX (Mexico) – **Grant of Protection.**

NA (The Republic of Namibia)

NO (Norway) – **Grant of Protection.**

NZ (New Zealand) - **Grant of Protection.**

OA (Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, Comoro Islands, Congo, Equatorial Guinea, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Mali, Mauritania, Niger, Senegal and Togo) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

RU (Russian Federation) - **Grant of Protection.**

RW (Rwanda) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

SL (Sierra Leone) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

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TM (Turkmenistan) - **Grant of Protection.**

TR (Turkey) - **Grant of Protection.**

UZ (Uzbekistan) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

VN (Viet Nam) - **Grant of Protection.**

ZW (Zimbabwe) - **The refusal period has expired and no notification of provisional refusal has been recorded (application of Rule 5 preserved).**

Subsequent Designations under IR 1262843:


SG (Singapore) - August 8, 2017 (Effective date) - Ex Officio examination completed but opposition or observations by third parties still possible, under Rule 18bis(1). – **Grant of Protection (Trademark No. 40201717460Y).**

Individual Country Filings

	Priority ⁵	Multi Class App.	Status
1. Algeria*	Y	Y	Registered.
2. Anguilla	Y	Y	Filed: July 23, 2015; App. No. 5795
3. Argentina*	Y		Registered.
4. Aruba	Y	Y	Filed July 23, 2015
5. Bangladesh	Y	N	Filed: July 22, 2015; App. Nos.: 188348 (IC 009) 188349 (IC 038)
6. Barbados	Y		File on July 22, 2015
7. Bermuda*	N		Registered.
8. Brazil	Y		Filed. Filed July 27, 2015. App. Serial No. 909761744 (009); App. Serial No. 909761752 (IC 038) – Allowed to Register.
9. BVI (British Virgin* Islands)			Registered.
10. Canada	Y	Y	Filed: July 17, 2015, App. No. 1 737 821
11. Cayman (Island)	N		Application may only be based on registration
12. Chile	Y	Y	Allowed to register.
13. Dominican Republic	Y	Y	Registered.
14. Commonwealth of Dominica*	Y with 3 mon from US filing		Registered.
15. Ecuador	Y	N	Filed July 23, 2015; App. No. 32052 (IC 009) App No. 32054 (IC 038)
16. El Salvador	Y	Y	July 23, 2015, App. No 20150220370
17. Fiji*	N; No service mark regs.	N	Registered.
18. French West Indies are covered by French Registration	Territories should be protected by design. France in an IR.		Covered by the IR filed 7-21-2015.
19. Greenland	Y		Covered by the IR filed 7-1-2015.
20. Grenada*	Y		Registered.
21. Indonesia	Y	N	Filed: July 24, 2015; App. Nos.: D 00 2015 031292(IC 009) J 00 2015 031291 (IC 038) App now examined for formalities; After that substantive examination will be completed in 2 years.
22. Libya	N	Y	Filed: August 14, 2017; App Nos.: 33595 (IC 009), 33596 (IC 038)

⁵ In all countries that afford priority filing, the priority filing date is January 25, 2015.

23. Malaysia	Y	N	Filed July 22, 2015. App. Nos. 2015061711 and 2015061715.
24. Malawi*	Y	No Service Mark registrations	Registered.
25. Malta*	Y	N	Registered.
26. Nauru	No Trademark Law; Only Common law rights		No Trademark Law; Only Common law rights. Cautionary Notice published.
27. Nepal	Y	N	Filed: July 24, 2015; App. Nos.: 58730 (IC 009) 58231 (IC 038)
28. New Caledonia	Should be protected by designating France in an IR.		Covered by the IR filed 7-21-2015
29. Nigeria	Y	N	Filed July 21, 2015; App. No. F/TM/O/2015/63636 (IC 009) and App. No. F/TM/O/2015/63639 (IC 038)
30. Panama	Y	N	Filed July 24, 2015, App. No. 242834 (IC 009) and 242833 (IC 038)
31. Pakistan	Y	N	Filed July 22, 2015; App. No. 393677 (IC 009) and App. No. 393676 (IC 038)
32. Papua New Guinea	N		Filed.
33. Peru	Y	Y	Filed July 24, 2015, App. No. 627682-2015
34. Samoa*		Y	Registered.
35. Saudi Arabia*	Y		Registered.
36. Seychelles*	Y	N	Registered.
37. South Africa	Y		Filed: July 20, 2015, App. Nos. 2015/19537-8 Examination – in approximately 8 to 12 months
38. Sri Lanka	Y	N	Filed: July 22, 2015; App. Nos. 199693 (IC 009) 199694 (IC 038)
39. St. Kitts & Nevis	Y		Filed: July 24, 2015;
40. Suriname	Y		Filed July 22, 2015
41. SVG	Y	Y	Filed July 24, 2015
42. (St. Vincent & Grenadines)			
Tanzania*	Y	N	Registered.
43. TCI (Turks & Caicos)*	Y	Registered.	Registered.

44. Thailand	Y	Y	 <p>Abandoned after a final refusal to register the mark because of lack of distinctiveness. After use of the mark commences, we need to re-file based on such use.</p>
45. Tonga*	Y	Y	Registered.
46. Trinidad & Tobago	Y		Registered.
47. Uganda*	N	N	Registered.
48. United Arab Emirates (Dubai),	Y	N	App. No. 243452 (IC 009) - Registered. Filed November 11, 2015: 243453 (038)
49. Uruguay	Y	Y	Registered.
50. Vanuatu*	Y	Y	Registered.
51. Venezuela	Y	N	Allowed to register.
52. Guatemala	Y	N	Filed July 24, 2015, App. No. 2015-007252 (IC 009) and App No. 2015-00750 (IC 038)
53. Belize	Y	Y	Filed July 25, 2015, App. No. 12859-15
54. Honduras	Y	Y	Filed July 24, 2015, App. No. 29610
55. Costa Rica	Y	Y	Filed July 22, 2015, App. No. 2015-006943
56. Nicaragua	Y	Y	Filed July 23, 2015, No. 2015-002736

Individual Countries' Registrations Particulars

Country	Registered Mark	Mark Owner	Registration Date	Expiration Date	Notes
Algeria	OneWeb	"WorldVu Satellite Ltd"	21 November 2016	23 July 2025	TM No. 94910
Argentina	OneWeb	"WorldVu Satellite Ltd"	26 September, 2016	26 September, 2026	TM No.: 2836127 (Class 9) TM No.: 2836128 (IC 038)
Bermuda	OneWeb	"WorldVu Satellite Ltd"	18 July 2016	19 August 2022	TM No. 54858 (Class 9) TM No. 54859 (Class 038)
Belize	OneWeb	"WorldVu Satellite Ltd"	6 June 2016	10 December 2025	TM No. 12360.15
BVI (British Virgin Islands)	OneWeb	"WorldVu Satellite Ltd"	28 July 2015	28 July 2029	TM No. 6142 (Class 8)
Commonwealth of Dominica	OneWeb	"WorldVu Satellite Ltd"	2 December 2015	25 January 2025	TM No. 128/2015
Dominican Republic	OneWeb	"WorldVu Satellite Ltd"	17 March 2016	17 March 2025	TM No. 228692 (Class 9) TM No. 228702 (Class 38)
Fiji	OneWeb	"WorldVu Satellite Ltd"	24 July 2015	July 24	TM No.

		Ltd”		2029	553/2015
Grenada	OneWeb	“WorldVu Satellite Ltd”	2 November 2015	25 January 2025	TM No. 1041
Malawi	OneWeb	“WorldVu Satellite Ltd”	25 January 2015	24 Jan 2022	TM No. 2015/00676 (Class 9) TM No. 2015/00677 (Class 16)
Malaysia	OneWeb	“WorldVu Satellite Ltd”	5 January 2017	25 January 2025	TM No. 2015061715 (Class 038) TM No. 2015061711 (Class 9)
Malta		“WorldVu Satellite Ltd”	11 January 2017		TM No. 54461 (Class 9) TM No. 54462 (Class 38)
Nauru	OneWeb	“WorldVu Satellite Ltd”	August 2017 Issue of IB Islands BUSINESS		Nauru does not have trademark registration system so only protection one can get is through publication of a Trade Mark

					Cautionary Notice. ⁶
Nicaragua	OneWeb	“WorldVu Satellite Ltd”	26 August 2016	25 August 2026	TM No. 2016115602
Panama	OneWeb	“WorldVu Satellite Ltd”	9 May 2016	24 July 2025	TM No. 242834 (Class 9) TM No. 242833 (Class 38)
Samoa	OneWeb	“WorldVu Satellite Ltd”	13 February 2017	25 January 2025	TM No. 6881
Saudi Arabia	OneWeb	“WorldVu Satellite Ltd”	18 December 2015	23 August 2025	TM No. 143700539-2 (Class 9) TM No. 143700539-3 (Class 38)
Seychelles	OneWeb	“WorldVu Satellite Ltd”	21 October 2016	22 July 2025	TM No. 12135 (Class 9) TM No. 12136 (Class 38)
Tanzania	OneWeb	“WorldVu Satellite Ltd”	28 December 2015	21 July 2022	TM No. TZ/T/2015/1205 (Cl. 9) TM No. TZ/S/2015/461

⁶ The Cautionary Notice states that WorldVu Satellite Ltd. is the original and sole proprietor in Nauru of the trademark ONEWEB and all the intellectual property rights that may subsist therein, in respect of the goods and services set out in the Notice.

					(Cl. 38)
Tonga	OneWeb	“WorldVu Satellite Ltd”	3 April 2017	24 July 2025	TM No. 02671
Trinidad & Tobago	OneWeb	“WorldVu Satellite Ltd”	24 July 2015	24 January 2025	TM No. 50132
Turks and Caicos Islands	OneWeb	“WorldVu Satellite Ltd”	24 July 2015	24 July 2025	TM No. 18193 (Class 9) TM No. 18194 (Class 38)
UAE	OneWeb	“WorldVu Satellite Ltd”	11 Nov 2015	11 Nov 2025	TM no 243452 (Class 009)
Uganda	OneWeb	“WorldVu Satellite Ltd”	31 July 2015	30 July 2022	Class 9 under no 53216
Uruguay	OneWeb	“WorldVu Satellite Ltd”	7 Sept 2017	7 Sept 2027	TM No. 466802
USA	OneWeb	“WorldVu Satellite Ltd”	25 Jan 2015		Pending/ USPTO. US Serial no. 86513459; int'l reg no. 1262843
Vanuatu	OneWeb	“WorldVu Satellite Ltd”	24 October 2016	25 January 2025	TM No. 25683
Venezuela	OneWeb				S064797