# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM581922

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spaceflight Industries, Inc.		06/12/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Spaceflight, Inc.		
Street Address:	1505 Westlake Ave N., Suite 600		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Corporation: WASHINGTON		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	5932206	SPACEFLIGHT	

## CORRESPONDENCE DATA

Fax Number: 2062240779

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: 2066828100 Email: efiling@cojk.com Correspondent Name: Melissa A. Nowak

Address Line 1: 1201 Third Avenue, Suite 3600 Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Melissa A. Nowak
SIGNATURE:	/Melissa A. Nowak/
DATE SIGNED:	06/18/2020

#### **Total Attachments: 4**

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> **TRADEMARK** REEL: 006973 FRAME: 0982

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of June 12, 2020 (the "Effective Date"), by and between Spaceflight Industries, Inc., a Delaware corporation ("Assignor"), with an address of 1505 Westlake Avenue N., Suite 600, Seattle, WA 98109, and Spaceflight, Inc., a Washington corporation ("Assignee") with an address of 1505 Westlake Avenue N., Suite 600, Seattle, WA 98109.

WHEREAS, Assignor is the owner of record of, or has ownership rights in and to, the registered trademark set forth on <u>Schedule 1</u>, attached hereto (the "<u>Assigned Trademark</u>"), and Assignor desires to transfer to Assignee all right, title, and interest in and to such Assigned Trademark, including all goodwill appurtenant thereto; and

WHEREAS, Assignee desires to accept such assignment for the Assigned Trademark from Assignor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademark, together with all goodwill appurtenant thereto. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned Trademark, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including, without limitation, the right to collect and retain all proceeds and damages therefrom.
- 2. <u>Recordation</u>. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademark registered or applied for in the corresponding jurisdiction.
- 3. <u>General</u>. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment.

[SIGNATURES ON FOLLOWING PAGE]

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TRADEMARK
REEL: 006973 FRAME: 0983

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment as of the Effective Date.

Assignor:	Assignee:		
Spaceflight ladustries, Inc.	Spaceflight, Inc.		
Spaceflight ladustries, Inc.  By: 8.5.07	By:		
Name: Brian O'Toole	Name: Curt Blake		
Title: President	Title: <u>CEO</u>		
Date: 06/12/2020	Date:		

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment as of the Effective Date.

Assignor:	Assignee:			
Spaceflight Industries, Inc.	Spaceflightchighed by:			
Ву:	Spaceflight, hipped by:  (wt blake  By:B555534F084A1			
Name: Brian O'Toole	Name: Curt Blake			
Title: President	Title: CEO			
Date:	Date:06/12/2020			

# Schedule 1

# **Assigned Trademark**

Trademark	Country	Record Owner	Filing Date	Serial Number		Registration Number
SPACEFLIGHT	United States	Spaceflight Industries, Inc.	06/29/2015	86/677,443	12/10/2019	5,932,206

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**RECORDED: 06/18/2020** 

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