

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625502

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Atmospheric and Space Technology Research Associates, LLC, | | 02/08/2021 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Astra Space, Inc. | | |
| Street Address: | 1690 Orion St. | | |
| City: | Alameda | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94501 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6036144 | ASTRALITE | |
| Registration Number: | 6036145 | ASTRALITE | |
| Registration Number: | 5784627 | ASTRA | |
| Registration Number: | 5772560 | ASTRA | |
| Registration Number: | 5784623 | ASTRA | |
| Registration Number: | 5772557 | ASTRA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6508384350 | | |
| <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: | 650-838-4300 | | |
| Email: | pctrademarks@perkinscoie.com | | |
| Correspondent Name: | Britt L. Anderson | | |
| Address Line 1: | 3150 Porter Dr. | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94304 | | |
| ATTORNEY DOCKET NUMBER: | 122554.4000 | | |
| NAME OF SUBMITTER: | Britt L. Anderson | | |
| SIGNATURE: | /Britt L. Anderson/ | | |

OP \$165.00 6036144

| | |
|---------------------|------------|
| DATE SIGNED: | 02/09/2021 |
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Atmospheric and Space Technology Research Associates, LLC, a limited liability company organized under the laws of Texas (“**Assignor**”), is the owner of the trademark registrations shown in ATTACHMENT 1 (collectively, these rights shall be referred to as the “**Trademarks**”); and

WHEREAS, Astra Space, Inc., a Delaware corporation, with an address of 1690 Orion St., Alameda, CA 94501 (“**Assignee**”), pursuant to a certain agreement between the parties, desires to acquire all right, title, and interest in and to the Trademarks, all goodwill and common law rights appurtenant thereto, and Assignor desires to assign the same to Assignee.

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

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys and transfers to Assignee all rights, title, and interest in and to the Trademarks and the goodwill and common law rights appurtenant thereto, and including the following:

1.1 All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.2 All claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and

1.3 Any and all of Assignor’s rights, privileges and priorities provided under applicable law with respect to the Trademarks, including, without limitation, Assignor’s common law rights and rights under any relevant laws, including any and all rights to bring an action, whether at law or in equity, for infringement, misappropriation, unfair competition, dilution or other violation, any and all rights to any income, royalties, damages and payments which become due or payable in respect thereof on or after the effective date of this Assignment, and any and all rights in and to all claims (including claims for past, current or future infringement or misappropriation of intellectual property rights and the rights to any damages, proceeds and other remedies or recoveries relating thereto), counterclaims, defenses, causes of action, demands, judgments, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind of Assignor against any third party, to the extent relating to the Trademarks (regardless of whether such rights are exercisable).

2. Recordation and Further Actions. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will upon reasonable request, without further consideration, execute such additional writings necessary for the prosecution, maintenance and renewal of the Trademarks before the United States Patent and Trademark Office or any equivalent authorities in foreign countries, as Assignee or its successors and assigns may deem reasonably necessary up and until the Assignment is made effective, at which time all such aforementioned actions and/or responsibilities on behalf of Assignor outlined in this section will cease. Assignee does hereby accept this assignment, effective as of the last date signed below.

3. Counterparts. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

ASSIGNOR:

**Atmospheric and Space Technology Research
Associates, LLC**

ASSIGNEE:

Astra Space, Inc.

DocuSigned by:

Geoff Crowley




Name: Geoff Crowley
Title: Founder and CEO
Date: February 8, 2021

DocuSigned by:

Martin Attiq

Name: Martin Attiq
Title: Chief Business Officer
Date: February 5, 2021

ATTACHMENT 1

| Country | Mark | Application Number | Registration Number | Status |
|---------|---|--------------------|---------------------|------------|
| U.S. | ASTRALITE | App 88215926 | Reg 6036144 | Registered |
| U.S. |  ASTRALITE & Design | App 88215980 | Reg 6036145 | Registered |
| U.S. |  ASTRA & Design | App 87661202 | Reg 5784627 | Registered |
| U.S. |  ASTRA Design | App 87661227 | Reg 5772560 | Registered |
| U.S. | ASTRA | App 87654425 | Reg 5784623 | Registered |
| U.S. | ASTRA | App 87654434 | Reg 5772557 | Registered |