

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM647321

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spire Global, Inc.		05/17/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FP Credit Partners, L.P., as Agent		
<b>Street Address:</b>	One Letterman Drive, Building C - Suite 410		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94129		
<b>Entity Type:</b>	Limited Partnership: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4490576	AFFORDABLE ACCESS TO SPACE	
<b>Registration Number:</b>	4480218	ARDUSAT	
<b>Registration Number:</b>	4480219	ARDUSAT	
<b>Serial Number:</b>	86409023	OPEN THE FUTURE	
<b>Serial Number:</b>	86409043	SPIRE	
<b>Serial Number:</b>	86590616	SPIRE SENSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	068627-0001		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	05/17/2021		
<b>Total Attachments: 13</b>			

OP \$165.00 4490576

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of May 17, 2021, is made by Spire Global, Inc., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of FP Credit Partners, L.P. (together with its successors and assigns, in such capacity, “Agent”) in its capacity as administrative agent and collateral agent for the Lenders (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of April 15, 2021 (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments,

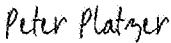
waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, 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 other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

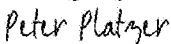
Spire Global, Inc., a Delaware corporation

DocuSigned by:  
  
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By: Peter Platzer

Title: Chief Executive Officer

Austin Satellite Design, LLC, a Texas limited liability company

DocuSigned by:  
  
A0E6F03678A0416...

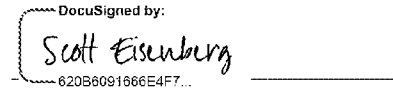
By: Peter Platzer

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

AGENT:

FP Credit Partners, L.P., a Cayman entity

DocuSigned by:  
  
620B6091666E4F7..

By: Scott Eisenberg

Title: Managing Director

{Signature Page to Intellectual Property Security Agreement}

**TRADEMARK**  
**REEL: 007295 FRAME: 0839**

**EXHIBIT A**

**Copyrights**

**None.**



**EXHIBIT B**

**Patents**

<u>Patent Number</u>	<u>Owner Name</u>	<u>Title</u>	<u>Country</u>	<u>Issue Date</u>
US 10,637,561	Spire Global, Inc.	Adaptable Space Radio	USA	28 Apr 2020
US 10,330,794	Spire Global, Inc.	AIS Spoofing and Dark-Target Detection Methodology	USA	25 Jun 2019
US 9,678,136	Spire Global, Inc.	Back-plane Connector for Cubesat	USA	13 Jun 2017
US 10,676,217	Spire Global, Inc.	Deployable Satellite Solar Panel Hinge Mechanism	USA	9 Jun 2020
US 10,926,891	Spire Global, Inc.	Hold Down and Release Mechanism for a Deployable Satellite Solar Panel	USA	23 Feb 2021
US 9,664,726	Spire Global, Inc.	Novel Satellite Communication System	USA	30 May 2017
US 9,830,297	Spire Global, Inc.	Processor System for Control of Modular Autonomous System	USA	28 Nov 2017
US 9,919,814	Spire Global, Inc.	System and Method for Power Distribution in an autonomous modular system	USA	20 Mar 2018
US 10,054,686	Spire Global, Inc.	System and Method for Remote Satellite And Ground Station Constellation Management	USA	21 Aug 2018
US 9,519,873	Spire Global, Inc.	System and Method for Widespread Low Cost Orbital Satellite Access	USA	13 Dec 2016
US 9,971,062 (CIP)	Spire Global, Inc.	System and Method for Widespread Low Cost Orbital Satellite Access	USA	15 May 2018
CAN 2,897,803	Spire Global, Inc.	System and Method for Widespread Low Cost Orbital Satellite Access	CAN	10 Mar 2020

US 10,379,260 (CON)	Spire Global, Inc.	System and Method for Widespread Low Cost Orbital Satellite Access	USA	13 Aug 2019
US 10,020,876	Spire Global, Inc.	Systems and Methods for Command and Control of Satellite Constellations	USA	10 Jul 2018
US 10,659,148 (CON)	Spire Global, Inc.	Systems and Methods for Command and Control of Satellite Constellations	USA	19 May 2020
US 10,545,243	Spire Global, Inc.	Systems and Methods for Improved Atmospheric Monitoring and GPS Positioning Utilizing GNSS Tomographic Refractivity	USA	28 Jan 2020
US 9,673,889	Spire Global, Inc.	Satellite Operating System, Architecture, Testing and Radio Communication System	USA	6 Jun 2017
US 9,755,732	Spire Global, Inc.	Systems and Methods for Satellite Communications Using a Space Tolerant Protocol	USA	5 Sept 2017
US 10,211,913 (CON)	Spire Global, Inc.	Systems and Methods for Satellite Communications Using a Space Tolerant Protocol	USA	19 Feb 2019
US 9,787,465	Spire Global, Inc.	Systems and Methods for Triggerless Data Alignment	USA	10 Oct 2017

### **PATENT APPLICATIONS**

All patent applications are owned by Spire Global, Inc.

<u>Title</u>	<u>Application Number</u>	<u>Status</u>	<u>Country</u>	<u>Application Filing Date</u>
(DIV) AIS Spoofing and Dark-Target Detection Methodology	16/421,577	Pending	USA	24 May 2019
Calibration System for Satellite Radio Receivers Operation	16/863,130	Pending publication	USA	30 Apr 2020

(CON) Satellite Operating System, Architecture, Testing and Radio Communication System	15/ 611,139	Allowed	USA	1 Jun 2017
(DIV) System and Method for Widespread Low Cost Orbital Satellite Access	3,067,604	Pending	CAN	3 Feb 2014
(CON) Systems and Methods for Command and Control of Satellite Constellations	16/876,740	Pending	USA	18 May 2020
Systems and Methods for De-Noising GNSS Signals	16/037,204	Allowed	USA	17 Jul 2018
Systems and Methods for Satellite Solar Panel Deployment	15/809,219	Pending	USA	10 Nov 2017
Systems and Methods for Satellite Solar Panel Stowage and Deployment	15/809,230	Pending	USA	10 Nov 2017
(CON) Adaptable Space Radio	16/849,267	Pending	USA	15 Apr 2020
Optimization System of Heterogeneous Low Earth Orbit Multi-Use Spacecraft	17/088,912	Pending publication	USA	4 Nov 2020
(CON) Deployable Satellite Solar Panel Hinge Mechanism	16/894,320	Pending	USA	5 Jun 2020

**EXHIBIT C**

**Trademarks**

<u>Trademark Name</u>	<u>Trademark Status</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Country</u>	<u>Next Renewal Due</u>
AFFORDABLE ACCESS TO SPACE	Registered	4490576	4 Mar 2014	USA	No renewal
ARDUSAT	Registered	4480218	11 Feb 2014	USA	No renewal
ARDUSAT	Registered	4480219	11 Feb 2014	USA	No renewal
BECAUSE SPACE	Registered	13855705	16 Nov 2015	European Union	19 Mar 2025
BECAUSE SPACE	Registered	4020150486 3Q	23 Sep 2015	Singapore	23 Mar 2025
BECAUSE SPACE	Registered	UK0091385 5705	16 Nov 2015	United Kingdom	19 Mar 2025
EXPONENTIAL SPACE TECHNOLOGY	Registered	15588866	2 Nov 2016	European Union	28 Jun 2026
EXPONENTIAL SPACE TECHNOLOGY	Registered	4020161036 1W	3 Nov 2016	Singapore	28 Jun 2026
EXPONENTIAL SPACE TECHNOLOGY	Registered	UK0091558 8866	2 Nov 2016	United Kingdom	28 Jun 2026
OPEN THE FUTURE	Registered	86/409023	4 Aug 2015	USA	04 Aug 2021

SPACE AS A SERVICE	Registered	17040651	23 Nov 2017	European Union	26 Jul 2027
SPACE AS A SERVICE	Registered	3246292	20 Oct 2017	United Kingdom	26 Jul 2027
SPACE AS A SERVICE	Registered	UK0091704 0651	23 Nov 2017	United Kingdom	26 Jul 2027
SPIRE LOGO	Registered	13855416	16 Nov 2015	European Union	19 Mar 2025
SPIRE LOGO	Registered	4020150486 2X	23 Sep 2015	Singapore	23 Mar 2025
SPIRE LOGO	Registered	86/409043	4 Aug 2015	USA	04 Aug 2021
SPIRE LOGO	Registered	UK0091385 5416	16 Nov 2015	United Kingdom	19 Mar 2025
SPIRE SENSE	Registered	14523757	9 Jan 2016	European Union	02 Sep 2025
SPIRE SENSE	Registered	4020151530 6U	19 May 2016	Singapore	03 Sep 2025
SPIRE SENSE	Registered	86/590616	2 Aug 2016	USA	02 Aug 2022
SPIRE SENSE	Registered	UK0091452 3757	9 Jan 2016	United Kingdom	02 Sep 2025
SPIRE STATIONS	Registered	14523741	23 Dec 2015	European Union	02 Sep 2025
SPIRE STATIONS	Registered	4020151530 7Y	21 Jul 2016	Singapore	03 Sep 2025
SPIRE STATIONS	Registered	UK0091452 3741	23 Dec 2015	United Kingdom	02 Sep 2025

THE ULTIMATE HIGH GROUND	Registered	13855846	16 Nov 2015	European Union	19 Mar 2025
THE ULTIMATE HIGH GROUND	Registered	4020150486 5S	21 Oct 2015	Singapore	23 Mar 2025
THE ULTIMATE HIGH GROUND	Registered	UK0091385 5846	16 Nov 2015	United Kingdom	19 Mar 2025

**EXHIBIT D**

**Mask Works**

None.