

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662587

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900625700

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Altaeros Energies, Inc.		06/21/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SoftBank Group Corp.
Street Address:	1-7-1 Kaigan, Minato-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	105-7537
Entity Type:	Corporation: JAPAN
Name:	In-Q-Tel, Inc.
Street Address:	c/o SoftBank Group Corp., as Representative, 1-7-1 Kaigan, Minato-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	105-7537
Entity Type:	Corporation: DELAWARE
Name:	Jane Katzman Glass
Street Address:	c/o SoftBank Group Corp., as Representative, 1-7-1 Kaigan, Minato-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	105-7537
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	James Harvey
Street Address:	c/o SoftBank Group Corp., as Representative, 1-7-1 Kaigan, Minato-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	105-7537
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	SMBC Trust Bank Ltd. acting as trustee of Mirai Creation Fund II
Street Address:	c/o SoftBank Group Corp., as Representative, 1-7-1 Kaigan, Minato-ku
City:	Tokyo

TRADEMARK

State/Country:	JAPAN
Postal Code:	105-7537
Entity Type:	Limited Company (Ltd.): JAPAN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88348277	SUPERTOWER

CORRESPONDENCE DATA

Fax Number: 4152687522

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: 4152686538

Email: achung@mofo.com

Correspondent Name: Jennifer Lee Taylor, Morrison & Foerster

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 029516-0000547

NAME OF SUBMITTER: Muzamil Huq

SIGNATURE: /mhuq/

DATE SIGNED: 07/26/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2021 (this “*Trademark Security Agreement*”), made by the signatory hereto (the “*Trademark Grantor*”), is in favor of SoftBank Group Corp., In-Q-Tel, Inc., Jane Katzman Glass, James Harvey and SMBC Trust Bank Ltd. acting as trustee of Mirai Creation Fund II, as Secured Parties (in such capacity, together with its successors and assigns, the “*Secured Parties*”).

WITNESSETH:

WHEREAS, the Trademark Grantor is party to a Security Agreement, dated as June 21, 2021 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Secured Parties, pursuant to which the Trademark Grantor is 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);

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Grantor has created in favor of the Secured Parties a security interest in, and the Secured Parties 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 Parties to enter into the Purchase Agreements and to induce the Secured Parties to extend the maturity date of the Notes thereunder, the Trademark Grantor hereby grants to the Secured Parties, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the 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 Trademarks of the Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(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 Parties pursuant to the

Security Agreement, and the Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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.

The 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 AND INTERPRETED 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 facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

Altaeros Energies, Inc.

By: 
Name: Ben Glass
Title: President

Address:
561 Windsor St.
Suite B404
Somerville, MA 02143

Accepted and Agreed:

Secured Parties:

SoftBank Group Corp.

By: _____
Name:
Title:

In-Q-Tel, Inc.

By: _____
Name:
Title:

Jane Katzman Glass

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

Altaeros Energies, Inc.

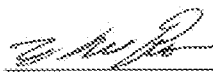
By: _____
Name:
Title:

Address: _____

Accepted and Agreed:

Secured Parties:

SoftBank Group Corp.

By:  _____
Name: Yoshimitsu Goto
Title: Senior Vice President, CFO, CISO & CSusO

In-Q-Tel, Inc.

By: _____
Name:
Title:

Jane Katzman Glass

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Altaeros Energies, Inc.

By: _____

Name:

Title:

Address: _____

Accepted and Agreed:

Secured Parties:

SoftBank Group Corp.

By: _____

Name:

Title:

In-Q-Tel, Inc.

By: Michael Leurdijk

Name: Michael Leurdijk

Title: SVP, Portfolio Management

Jane Katzman Glass

By: _____

Name:

Title:

IN WITNESS WHEREOF, the 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.

Altaeros Energies, Inc.

By: _____

Name:

Title:

Address: _____

Accepted and Agreed:

Secured Parties:

SoftBank Group Corp.

By: _____

Name:

Title:


In-Q-Tel, Inc.

By: _____

Name:

Title:

Jane Katzman Glass

By: 

Name: Jane Katzman Glass

Title: self

James Harvey

By: 

Name:

Title:

**SMBC Trust Bank Ltd., acting as
trustee of Mirai Creation Fund II**

By: _____

Name:

Title:

James Harvey

By: _____

Name:

Title:

SMBC Trust Bank Ltd., acting as
trustee of Mirai Creation Fund II



By: _____

Name: **KOZO OGINO**

Title: President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007368 FRAME: 0659

TRADEMARKSTrademark Registrations and Applications

Mark/Application	Serial/ Registration Number	Filing/ Registration Date	Owner	Filing Location
SuperTower	88348277	3/20/2019	Altaeros Energies, Inc.	US Patent and Trademark Office
<p>List of domain names owned by Altaeros Energies, Inc.</p> <p>altaeros.com altaerosenergies.com altaeros.net altaeros.co. altaeros.org. altaeros.biz. altaeros.io. altaeros.us. thoseballoonpeople.com thoseballonpeople.com <u>altaeros.network</u> altaeros-energies.com. altaerosinc.com</p>				
<p>List of trade secrets created and owned by Altaeros Energies, Inc.</p> <ul style="list-style-type: none"> • Aerostat Autopilot software, made up of: <ul style="list-style-type: none"> ○ AI Flight Director ○ Automated Dispatch Control ○ Stability Augmentation System ○ Smart Diagnostics • Automated fault detection and handling methodologies • Detailed sensor architecture to enable autonomy • High fidelity 6DOF dynamic modeling tool, plus extensive validation data from prior aerostat development programs • Methodologies to analyze coupled aerostat motion and RF performance 				