

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VOYAGER SPACE HOLDINGS, INC.		12/22/2021	Corporation: DELAWARE
SPACEREF INTERACTIVE, LLC		12/22/2021	Limited Liability Company: DELAWARE
VOYAGER NSR, LLC		12/22/2021	Limited Liability Company: DELAWARE
VOYAGER SPACE FORCE, LLC		12/22/2021	Limited Liability Company: DELAWARE
VOYAGER SPACE IP HOLDINGS, LLC		12/22/2021	Limited Liability Company: DELAWARE
VOYAGER SPACE IPX, LLC		12/22/2021	Limited Liability Company: DELAWARE
VOYAGER SPACE SERVICES, LLC		12/22/2021	Limited Liability Company: DELAWARE
VOYAGER VENTURES, LLC		12/22/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	237 Park Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	97132487	EXPLORATION. REIMAGINED.
Serial Number:	97132480	EXPLORATION. REIMAGINED.
Serial Number:	97132475	VOYAGER SPACE EXPLORATION. REIMAGINED.
Serial Number:	97132474	VOYAGER SPACE EXPLORATION. REIMAGINED.
Serial Number:	97132468	VOYAGER SPACE
Serial Number:	97132446	VOYAGER SPACE
Serial Number:	90720651	VOYAGER SPACE SERVICES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90720637	INFRASTRUCTURE AS A SERVICE

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1555310
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	12/22/2021

Total Attachments: 8

source=Intellectual Property Security Agreement - Voyager#page1.tif
source=Intellectual Property Security Agreement - Voyager#page2.tif
source=Intellectual Property Security Agreement - Voyager#page3.tif
source=Intellectual Property Security Agreement - Voyager#page4.tif
source=Intellectual Property Security Agreement - Voyager#page5.tif
source=Intellectual Property Security Agreement - Voyager#page6.tif
source=Intellectual Property Security Agreement - Voyager#page7.tif
source=Intellectual Property Security Agreement - Voyager#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 22, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and VOYAGER SPACE HOLDINGS, INC., a Delaware corporation, and the other Loan Parties (as defined in the Credit Agreement defined below) (each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of each Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, each Grantor has granted to Lender a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** Each Grantor grants and pledges to Lender a security interest in all of such 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 or 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 such 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 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(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, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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.

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

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Balance of Page Intentionally Left Blank]

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.

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

GRANTORS:

VOYAGER SPACE HOLDINGS, INC.

By: 

Name: Matthew Kuta

Title: President and Chief Operating Officer

VOYAGER SPACE IP HOLDINGS, LLC

By: 

Name: Matthew Kuta

Title: Authorized Representative

VOYAGER SPACE SERVICES, LLC

By: 

Name: Matthew Kuta

Title: Authorized Representative

VOYAGER VENTURES, LLC

By: 

Name: Matthew Kuta

Title: Authorized Representative

[Signature Page to Intellectual Property Security Agreement]

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

VOYAGER SPACE IPX, LLC

By:  _____

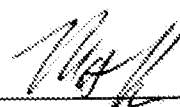
Name: Matthew Kuta

Title: Authorized Representative

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

SPACEREF INTERACTIVE, LLC

By:  _____


Name: Matthew Kuta

Title: Authorized Representative

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

VOYAGER NSR, LLC

By:  _____


Name: Matthew Kuta

Title: Authorized Representative

Address:

Voyager Space Holdings, Inc.
1225 17th Street, Suite 1100
Denver, CO 90202
Attention: Tom Barrett
Email: tom.barrett@voyagerspace.com

VOYAGER SPACE FORCE, LLC

By:  _____

Name: Matthew Kuta

Title: Authorized Representative

[Signature Page to Intellectual Property Security Agreement]

Address:

JPMorgan Chase Bank, N.A.
237 Park Ave., 6th Floor
New York, NY 10017
Attention: Dan Maniaci
Email: dan.maniaci@jpmorgan.com

LENDER:

JPMORGAN CHASE BANK, N.A.

By: H Kapadia _____

Name: Hormuz Kapadia

Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007539 FRAME: 0618

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
EXPLORATION. REIMAGINED.	97132487	11/18/2021
EXPLORATION. REIMAGINED.	97132480	11/18/2021
VOYAGER SPACE EXPLORATION. REIMAGINED.	97132475	11/18/2021
VOYAGER SPACE EXPLORATION. REIMAGINED.	97132474	11/18/2021
VOYAGER SPACE	97132468	11/18/2021
VOYAGER SPACE	97132446	11/18/2021
VOYAGER SPACE SERVICES	90720651	5/19/2021
INFRASTRUCTURE AS A SERVICE	90720637	5/19/2021

296750146.3
394690-000155