

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOYAGER SPACE HOLDINGS, INC.		03/10/2023	Corporation:
VOYAGER SPACE SERVICES, LLC		03/10/2023	Limited Liability Company:
DREAMUP PBC		03/10/2023	Corporation:
ALTIUS SPACE MACHINES		03/10/2023	Corporation:
PIONEER INVENTION, LLC		03/10/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JGB COLLATERAL LLC		
Street Address:	21 Charles Street		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	6801078	VOYAGER SPACE SERVICES	
Registration Number:	6804174	VOYAGER SPACE	
Registration Number:	6804175	VOYAGER SPACE	
Registration Number:	6804176	VOYAGER SPACE EXPLORATION. REIMAGINED.	
Registration Number:	6804177	VOYAGER SPACE EXPLORATION. REIMAGINED.	
Registration Number:	6809004	EXPLORATION. REIMAGINED.	
Registration Number:	6809005	EXPLORATION. REIMAGINED.	
Serial Number:	97575512	IT TAKES A PLANET TO EXPLORE THE UNIVERS	
Serial Number:	97326623	HUMANITY UNBOUND	
Serial Number:	97326639	HUMANITY UNBOUND	
Serial Number:	97326676	HUMANITY. UNBOUND.	
Serial Number:	97326679	HUMANITY. UNBOUND.	
Serial Number:	97575503	IT TAKES A PLANET TO EXPLORE THE UNIVERS	
Serial Number:	97575514	IT TAKES A PLANET TO EXPLORE THE UNIVERS	

OP \$615.00 6801078

Property Type	Number	Word Mark
Serial Number:	97421026	MARKETSPACE
Registration Number:	6628380	PIONEER ASTRONAUTICS
Serial Number:	90511526	ALTIUS SPACE MACHINES
Serial Number:	90527388	ALTIUS SPACE MACHINES
Registration Number:	5789547	DREAMUP
Registration Number:	5789548	DREAMKITS
Registration Number:	5795895	DREAMUP SPATIUM PRO OMNI DARE TO DREAM
Registration Number:	5795896	DREAMUP DREAMKIT
Registration Number:	5795897	DREAMCODER
Registration Number:	5795898	DREAMUP DREAMCODER

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 214-651-5000

Email: ipdocketing@haynesboone.com

Correspondent Name: HAYNES AND BOONE, LLP

Address Line 1: 2323 VICTORY AVENUE, SUITE 700

Address Line 2: IP Section

Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER: 52050.118

NAME OF SUBMITTER: Jeffrey A. Wolfson

SIGNATURE: /Jeffrey A. Wolfson/

DATE SIGNED: 03/27/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of March 10, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JGB COLLATERAL, LLC, as collateral agent for the Lenders or secured parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Guaranty Agreement, dated as of March 10, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Loan Agreement”), by and among VOYAGER SPACE HOLDINGS, INC. (the “Borrower Representative”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Collateral Agent, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Loan Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.
2. Grant of Security. Each Grantor hereby grants to Collateral Agent, for the ratable benefit of Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Collateral Agent, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products of, the following Collateral of such Grantor (the “Trademark Collateral”):
 - a. all of its Trademarks, including without limitation, those U.S. Trademark registrations and applications set forth on Schedule 1 hereto, excluding such applications Trademark applications consisting of Excluded Property (“Trademarks”));
 - b. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the ; and
 - c. all amendments, renewals and extensions of any of the Trademarks.
3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed in the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed as of the Closing Date.

GRANTORS:

VOYAGER SPACE HOLDINGS, INC., a Delaware corporation

DocuSigned by:
Thomas E Ayres
By: _____
Name: Thomas Ayres
Title: Chief Legal Officer and General Counsel

VOYAGER SPACE SERVICES, LLC, a Delaware limited liability company

By Voyager Space Holdings, Inc., as sole member and member-manager
DocuSigned by:
Thomas E Ayres
By: _____
Name: Thomas Ayres
Title: Chief Legal Officer and General Counsel

DREAMUP PBC, a Delaware Delaware public benefit corporation

DocuSigned by:
Christopher Cummins
By: _____
Name: Christopher Cummins
Title: President and Vice President

ALTIUS SPACE MACHINES, a Colorado corporation

DocuSigned by:
Paul Schauer
By: _____
Name: Paul Schauer
Title: Chief Operating Officer

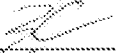
PIONEER INVENTION, LLC, a Colorado limited liability company

DocuSigned by:
[Signature]
By: _____
Name: Robert Zubrin
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

COLLATERAL AGENT:

JGB COLLATERAL LLC

By: 
Name: Scott Lopez
Title: CEO

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARKS

Voyager Space Holdings, Inc. U.S. Trademarks

Mark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
VOYAGER SPACE SERVICES	90720651	May 19, 2021	6801078	July 26, 2022	Voyager Space Holdings, Inc.
VOYAGER SPACE	97132446	Nov. 18, 2021	6804174	July 26, 2022	Voyager Space Holdings, Inc.
VOYAGER SPACE	97132468	Nov. 18, 2021	6804175	July 26, 2022	Voyager Space Holdings, Inc.
VOYAGER SPACE EXPLORATION. REIMAGINED.	97132474	Nov. 18, 2021	6804176	July 26, 2022	Voyager Space Holdings, Inc.
VOYAGER SPACE EXPLORATION. REIMAGINED.	97132475	Nov. 18, 2021	6804177	July 26, 2022	Voyager Space Holdings, Inc.
EXPLORATION. REIMAGINED.	97132480	Nov. 18, 2021	6809004	Aug. 02, 2022	Voyager Space Holdings, Inc.
EXPLORATION. REIMAGINED.	97132487	Nov. 18, 2021	6809005	Aug. 02, 2022	Voyager Space Holdings, Inc.
IT TAKES A PLANET TO EXPLORE THE UNIVERSE	97575512	Sep. 01, 2022			Voyager Space Holdings, Inc.
HUMANITY UNBOUND	97326623	Mar. 23, 2022			Voyager Space Holdings, Inc.
HUMANITY UNBOUND	97326639	Mar. 23, 2022			Voyager Space Holdings, Inc.
HUMANITY. UNBOUND.	97326676	Mar. 23, 2022			Voyager Space Holdings, Inc.
HUMANITY. UNBOUND.	97326679	Mar. 23, 2022			Voyager Space Holdings, Inc.
IT TAKES A PLANET TO	97575503	Sep. 01, 2022			Voyager Space Holdings, Inc.

EXPLORE THE UNIVERSE					
IT TAKES A PLANET TO EXPLORE THE UNIVERSE	97575514	Sep. 01, 2022			Voyager Space Holdings, Inc.

Voyager Space Services, LLC U.S. Trademarks

Mark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
MARKETSPACE	97421026	May 20, 2022			Voyager Space Services, LLC.

Pioneer Invention, LLC U.S. Trademarks

Mark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
PIONEER ASTRONAUTICS	90570517	Mar. 10, 2021	6628380	Jan. 25, 2022	Pioneer Invention, LLC

Altius Space Machines, Inc. U.S. Trademarks

Mark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
ALTIUS SPACE MACHINES	90511526	Feb. 04, 2021			Altius Space Machines
ALTIUS SPACE MACHINES	90527388	Feb. 12, 2021			Altius Space Machines

DreamUp PBC U.S. Trademarks

Mark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
DREAMUP	88036636	Jul. 13, 2018	5789547	Jun. 25, 2019	DreamUp PBC
DREAMKITS	88036651	Jul. 13, 2018	5789548	Jun. 25, 2019	DreamUp PBC

DREAMUP SPATIUM PRO OMNI DARE TO DREAM	88036647	Jul. 13, 2018	5795895	Jul. 02, 2019	DreamUp PBC
DREAMUP DREAMKIT	88036658	Jul. 13, 2018	5795896	Jul. 02, 2019	DreamUp PBC
DREAMCODER	88036662	Jul. 13, 2018	5795897	Jul. 02, 2019	DreamUp PBC
DREAMUP DREAMCODER.	88036667	Jul. 13, 2018	5795898	Jul. 02, 2019	DreamUp PBC