TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM845331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aireon LLC		10/11/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS Americas LLC
Street Address:	3 Second Street
Internal Address:	Suite 206
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5967886	
Registration Number:	5656277	GLOBALBEACON
Registration Number:	6064428	AIREON ALERT
Registration Number:	5715761	AIREON
Registration Number:	5715762	AIREON

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: 2128197598

Email: iprecordations@whitecase.com Correspondent Name: Joanne Haddad/White & Case LLP Address Line 1: 1221 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1183683-0011-DF68
NAME OF SUBMITTER:	Joanne Haddad
SIGNATURE:	/Joanne Haddad/
DATE SIGNED:	10/11/2023

REEL: 008224 FRAME: 0514

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Total Attachments: 6 source=Project Sonar - IP Security Agreement (Executed - Oct 11, 2023)#page1.tif source=Project Sonar - IP Security Agreement (Executed - Oct 11, 2023)#page2.tif source=Project Sonar - IP Security Agreement (Executed - Oct 11, 2023)#page3.tif source=Project Sonar - IP Security Agreement (Executed - Oct 11, 2023)#page4.tif source=Project Sonar - IP Security Agreement (Executed - Oct 11, 2023)#page5.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 11, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by AIREON LLC, a Delaware limited liability company ("Grantor") in favor of GLAS AMERICAS LLC, as Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, Grantor is party to that certain Security Agreement, dated as of October 11, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the other grantors party thereto and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Intellectual Property Collateral (as defined below) and is required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor, hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in and to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Intellectual Property Collateral"):

- (i) all Copyrights, including those listed on <u>Schedule A</u> hereto which are registered with the United States Copyright Office,
- (ii) all Trademarks, including those listed on Schedule A hereto which are applied for and/or registered with the United States Patent and Trademark Office;
- (iii) all Patents, including those listed on Schedule A hereto which are issued by or applied for with the United States Patent and Trademark Office; and
 - (i) all proceeds and products of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this

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Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Intellectual Property Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AIREON LLC, as a Grantor

Name: Richard Nyren

Title: Chief Financial Officer, Treasurer

[Signature Page to IP Security Agreement]

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ACCEPTED AND ACKNOWLEDGED

BY:

GLAS AMERICA LLC, as Collateral Agent

By:____ Name:

Title:

Yana Kislenko Senior Vice President

[Signature Page to IP Security Agreement]

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SCHEDULE A

Copyrights

None.

Trademarks

Owner	Trademark	Reg. No.	Reg. Date	App. No.	App. Date
AIREON LLC	Design Only	5967886	21-JAN-2020	87552798	02-AUG-2017
AIREON LLC	GLOBALBEACON	5656277	15-JAN-2019	87199564	11-OCT-2016
AIREON LLC	AIREON ALERT	6064428	26-MAY-2020	87023434	03-MAY-2016
AIREON LLC	AIREON	5715761	02-APR-2019	86693572	15-JUL-2015
AIREON LLC	AIREON	5715762	02-APR-2019	86693591	15-JUL-2015

Patents

Owner	Title	Patent No.	Patent Date	App. No.	App. Date
AIDEONALO	SPACE-BASED AIRCRAFT	37/4	37/4	15400505	2021 00 20
AIREON LLC	MONITORING	N/A	N/A	17488585	2021-09-29
	SCHEDULING BEAMS OF A				
AIREON LLC	SATELLITE ANTENNA	N/A	N/A	17858679	2022-07-06
	RECEIVER WITH				
AIDEONIA	COHERENT MATCHED	37/4	37/4	10067647	2022 12 16
AIREON LLC	FILTER	N/A	N/A	18067647	2022-12-16
	SPACE-BASED AIRCRAFT				
AIREON LLC	MONITORING	N/A	N/A	18156329	2023-01-18
	SIMULATING RECEPTION				
AIREON LLC	OF TRANSMISSIONS	10659145	2020-05-19	15403383	2017-01-11
AIREON LLC	POSITION VALIDATION	10901093	2021-01-26	15403398	2017-01-11
	PROVISIONING SATELLITE				
AIREON LLC	COVERAGE	10178624	2019-01-08	15462371	2017-03-17
	SCHEDULING BEAMS OF A				
AIREON LLC	SATELITE ANTENNA	10116379	2018-10-30	15462396	2017-03-17
	RECEIVER WITH NON-				
	COHERENT MATCHED				
AIREON LLC	FILTER	10116374	2018-10-30	15462415	2017-03-17
	RECEIVER WITH				
AIDEONIA	COHERENT MATCHED	0002011	2010.06.05	15460450	2017.02.17
AIREON LLC	FILTER	9992011	2018-06-05	15462450	2017-03-17
	KINEMATICS-AUGMENTED				
AIREON LLC	POSITION VALIDATION	10871574	2020-12-22	16135558	2018-09-19
	RECEIVER WITH NON-				
AIDEONIAG	COHERENT MATCHED	10601400	2020 02 24	16166014	2010 10 22
AIREON LLC	FILTER DECORNG POSITION	10601489	2020-03-24	16166814	2018-10-22
	DECODING POSITION INFORMATION IN SPACE-				
AIREON LLC	BASED SYSTEMS	10650687	2020-05-12	15983220	2018-05-18
AIREON LLC	RECEIVER WITH	10030067	2020-03-12	13303220	2010-03-10
	COHERENT MATCHED				
AIREON LLC	FILTER	11533159	2022-12-20	15995877	2018-06-01
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Owner	Title	Patent No.	Patent Date	App. No.	App. Date
	PROVISIONING SATELLITE				
AIREON LLC	COVERAGE	10506515	2019-12-10	19240949	2019-01-07
	DECODING POSITION				
AIREON LLC	INFORMATION	11567214	2023-01-31	16717289	2019-12-17
AIREON LLC	POSITION VALIDATION	N/A	N/A	16937890	2020-07-24

RECORDED: 10/11/2023