

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASTRA SPACE, INC		01/19/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	97255837		
Serial Number:	97387150	ASTRA SPACECRAFT ENGINE	
Serial Number:	97255838	ASTRA SPACE	
Serial Number:	97255843	ASTRA EARTH OPERATIONS	
Serial Number:	97255840	ASTRA	
Serial Number:	90502920	FROM ANYWHERE ON EARTH TO ANYWHERE IN SP	
Serial Number:	90502932	NEXT DAY SPACE	
Serial Number:	90502926	DAILY SPACE DELIVERY	
Registration Number:	6769489	IMPROVE LIFE ON EARTH FROM SPACE	
Registration Number:	6714766	NEXT HOUR AIR	
Serial Number:	90562797	ASTRASPHERE	
Serial Number:	90562806		
Serial Number:	90563014	ASTRA	
Serial Number:	90563011	ASTRA	
Registration Number:	5772557	ASTRA	
Registration Number:	5784623	ASTRA	
Registration Number:	5772560	ASTRA	
Registration Number:	5784627	ASTRA	
Registration Number:	6036145	ASTRALITE	

OP \$515.00 97255837

Property Type	Number	Word Mark
Registration Number:	6036144	ASTRALITE

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: 3053970845

Email: mlima@cozen.com

Correspondent Name: Cozen O'Connor

Address Line 1: Southeast Financial Center

Address Line 2: 200 South Biscayne Blvd, Suite 3000

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER: Ashley G. Kessler

SIGNATURE: /Ashley G. Kessler/

DATE SIGNED: 01/24/2024

Total Attachments: 12

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**FIRST AMENDMENT TO SECURITY AGREEMENT
AND INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This FIRST AMENDMENT TO SECURITY AGREEMENT AND INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Amendment**”), dated as of January 19, 2024 (the “**Effective Date**”), is entered into by and among ASTRA SPACE, INC., a Delaware limited liability company (“**Astra**”), each of the Subsidiaries of Astra (together with Astra, collectively, the “**Grantors**”), and GLAS Americas LLC, as the Collateral Agent (the “**Collateral Agent**”).

RECITALS:

- A. On August 4, 2023, the Grantors, and High Trail Investments ON LLC (“**High Trail**”), among others, entered into (i) that certain Security Agreement amended pursuant to that certain Reaffirmation Agreement and Omnibus Amendment Agreement dated November 6, 2023, and was further amended by that certain Omnibus Amendment No. 3 Agreement (“**Amendment No. 3**”) dated November 21, 2023 (as so amended, the “**Security Agreement**”) and (ii) that certain Intellectual Property Security Agreement (the “**IP Security Agreement**”).
- B. High Trail resigned as the collateral agent under the Transaction Documents (as defined in the Resignation and Assignment) and was replaced by the Collateral Agent as the successor collateral agent under the Transaction Documents (as defined in the Security Agreement, including the Security Agreement and the IP Security Agreement) pursuant to that certain Resignation and Assignment Agreement dated as of November 6, 2023 (the “**Resignation and Assignment**”).
- C. One of the registered trademarks listed on (i) the schedule of Trademarks attached as Schedule VI to the Security Agreement (the “**Security Agreement Schedule**”) and (ii) the schedule of Trademarks attached as Schedule I to the IP Security Agreement (the “**Security Agreement Schedule**”) and together with the Security Agreement Schedule, collectively, the “**Schedules**”) inadvertently contained an incorrect registration number for one of Trademarks owned by Astra (the “**Incorrect Trademark**”).
- D. The Grantors desire to execute and deliver this Amendment in order to correct the registration number of the Incorrect Trademark listed on the Schedules.
- E. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Security Agreement.

AMENDMENT

NOW, THEREFORE, the parties desire to amend the Security Agreement and IP Security Agreement as follows:

1. **Amendment to Security Agreement and IP Security Agreement.** Schedule VI to the Security Agreement and Schedule I to the IP Security Agreement are each hereby deleted in their respective entirety and are each amended and restated with *Exhibit A* attached hereto.
2. **Remaining Provisions Unaffected.** Except as specifically amended in this Amendment, the terms and conditions of the Security Agreement and the IP Security Agreement shall remain in full force and effect.

3. **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.** The provisions of Sections 6.2, 6.8 and 6.9 of the Security Agreement shall apply with respect to this Amendment and are incorporated herein mutatis mutandis.

4. **Collateral Agent.** The Collateral Agent has executed this Amendment at the direction of the Holders and shall be entitled to all of the rights, protections, immunities and indemnities afforded to it under the Security Agreement as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

GRANTORS:

ASTRA SPACE, INC.

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE OPERATIONS, LLC

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

APOLLO FUSION, LLC

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

INDIGO SPACE, LLC

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM HOLDINGS LLC

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACE PLATFORM SERVICES LLC

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

[Signature Page to Amendment to Security Agreement and IP Security Agreement]

ASTRA EARTH OPERATIONS LLC

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

ASTRA SPACECRAFT ENGINES, INC.

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

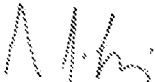
ASTRA SPACE TECHNOLOGIES HOLDINGS, INC.

By: Axel Martinez
Name: Axel Martinez
Title: Chief Financial Officer

[Signature Page to Amendment to Security Agreement and IP Security Agreement]

COLLATERAL AGENT:


GLAS AMERICAS LLC,
as Collateral Agent

By: 
Name: Geoffrey Lewis
Title: Vice President Transaction Manager

**EXHIBIT A
TRADEMARKS**

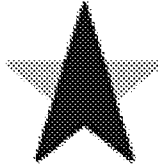
UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK	SECURITY AGREEMENT RECORDED WITH USPTO (AS OF JANUARY 5, 2024)
			
Astra Space, Inc.	SN: 97255837		No
Astra Space, Inc.	SN: 97387150 RN: 7074754	ASTRA SPACECRAFT ENGINE	Yes
Astra Space, Inc.	SN: 97255838	ASTRA SPACE	Yes
Astra Space, Inc.	SN: 97255843	ASTRA EARTH OPERATIONS	Yes
Astra Space, Inc.	SN: 97255840	ASTRA	Yes
Astra Space Operations, LLC	SN: 97120166 RN: 6923955	MAKE SPACE FOR EVERYONE	Yes
Astra Space, Inc.	SN: 90502920	FROM ANYWHERE ON EARTH TO ANYWHERE IN SPACE ¹	No
Astra Space, Inc.	SN: 90502932 RN: 6708795	NEXT DAY SPACE	Yes
Astra Space, Inc. RN: 6708794	SN: 90502926	DAILY SPACE DELIVERY	Yes
Astra Space, Inc. RN: 6769489	SN: 9055953 SPACE	IMPROVE LIFE ON EARTH FROM SPACE	Yes
Astra Space, Inc. RN: 6714766	SN: 90559538	NEXT HOUR AIR	Yes

¹ Trademark has been abandoned.

Astra Space, Inc. SN: 90562797 ASTRASPHERE² Yes



Astra Space, Inc. SN: 90562806 RN: 6688204 Yes

Astra Space, Inc. SN: 90563014 RN: 6688206 ASTRA and Design Yes



Astra Space, Inc. SN: 90563011 RN: 6822363 ASTRA and Design Yes



Astra Space, Inc. RN: 5772557 SN: 87654434 ASTRA Yes

Astra Space, Inc. RN: 5784623 SN: 87654425 ASTRA Yes

Astra Space, Inc. RN: 5772560 SN: 87661227 ASTRA and Design Yes



Astra Space, Inc. RN: 5784627 SN: 87661227 ASTRA and Design Yes



Astra Space, Inc. RN: 6036145 SN: 88215980 ASTRALITE and Design Yes

² Trademark has been abandoned.

Astra Space, Inc. SN: 88215926	RN: 6036144	ASTRALITE	Yes
Astra Space, Inc. SN: 97387150	RN: 7074754 and Design	ASTRA SPACECRAFT ENGINE	Yes
		ASTRA SPACECRAFT ENGINE	
Apollo Fusion, LLC SN: 87613783	RN: 6234146	APOLLO FUSION	Yes
Apollo Fusion, LLC SN: 87613734	RN: 6080515	APOLLO	Yes

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Astra Space, Inc.	SN: 90502920	FROM ANYWHERE ON EARTH TO ANYWHERE IN SPACE ³
Astra Space, Inc.	SN: 90562797	ASTRASPHERE ⁴



OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO Australia	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO Brazil	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO Canada	 ASTRA

³ Application has been abandoned.

⁴ Application has been abandoned.

Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO China	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO EU	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO France	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO Israel (Subsequent Designation)	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO India	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO Japan	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO New Zealand ⁶	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO Switzerland	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612810	WIPO UK	 ASTRA
Astra Space, Inc.	WIPO International Registration No. 1612824	WIPO Australia	
Astra Space, Inc.	WIPO International Registration No. 1612824	WIPO Brazil	

⁵ Trademark has been abandoned.

⁶ Trademark has been abandoned.

Astra Space, Inc. WIPO International Registration No. 1612824

WIPO Canada



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO China⁷



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO EU



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO France



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO Israel (Subsequent Designation)



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO India



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO Japan



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO Switzerland



Astra Space, Inc. WIPO International Registration No. 1612824

WIPO New Zealand



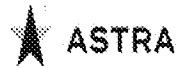
Astra Space, Inc. WIPO International Registration No. 1612824

WIPO UK



⁷ Trademark was abandoned.
⁸ Trademark was abandoned.

Astra Space, Inc. Registration No. 02216724 Taiwan



Astra Space, Inc. Registration No. 02216725 Taiwan



Astra Space Operations, LLC Registration No. 97120166 Trademark No. 2236280 Australia

MAKE SPACE FOR EVERYONE

Astra Space Operations, LLC Reg. No. UK00003733134 UK

MAKE SPACE FOR EVERYONE

Astra Space Operations, LLC Reg. No. 018622283 EU

MAKE SPACE FOR EVERYONE

Apollo Fusion, LLC WIPO International Registration No. 1442561 Russia

APOLLO FUSION

Apollo Fusion, LLC WIPO International Registration No. 1442561 India

APOLLO FUSION

Apollo Fusion, LLC WIPO International Registration No. 1442561 South Korea

APOLLO FUSION

Apollo Fusion, LLC AN: 917873099 UK

APOLLO FUSION

Apollo Fusion, LLC AN: 915793474 UK

APOLLO FUSION

Apollo Fusion, LLC RN: 015793474 AN: 015793474 EU

APOLLO FUSION

Apollo Fusion, LLC RN: 017873099
AN: 017873099 EU APOLLO FUSION

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Astra Space Operations, LLC	Application No. 2021-159809	Japan	MAKE SPACE FOR EVERYONE
Astra Space, Inc.	Application No. 349824	Israel	ASTRA (word mark)