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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI161959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
URUGUS S.A.		04/12/2024	Sociedad Anonima: URUGUAY

RECEIVING PARTY DATA

Company Name:	Acquiom Agency Services LLC	
Street Address:	950 17th Street	
Internal Address:	Suite 1400	
City:	Denver	
State/Country:	COLORADO	
Postal Code:	80202	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	4560365	SATELLOGIC	
Registration Number:	6849821	SATELLOGIC	
Registration Number:	5330497	BRINGING SPACE DOWN TO EARTH	
Registration Number:	7037987	SATELLOGIC NORTH AMERICA	

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723117

Email: AQuinn@KSLAW.com

Correspondent Name: Alanna Quinn

Address Line 1: 1180 Peachtree St NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Alanna Quinn
SIGNATURE:	Alanna Quinn
DATE SIGNED:	04/12/2024

Total Attachments: 5

TRADEMARK REEL: 008397 FRAME: 0425

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2024 (this "<u>Agreement</u>"), is made by each of the entities listed on the signature pages hereof (each, a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Acquiom Agency Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, "<u>Agent</u>") for the holders of the Notes (as defined in the Secured Note referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of April 12, 2024 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among Satellogic Inc., a company incorporated under the laws of the British Virgin Islands ("Parent"), Nettar Group Inc., a company incorporated under the laws of the British Virgin Islands (the "Borrower"), Acquiom Agency Services LLC, as holder representative (the "Holder Representative") for the benefit of each Purchaser (as defined therein; hereinafter, the "Purchasers"), and each Purchaser identified on the Schedule of Purchasers attached thereto from time to time, the Borrower proposed to issue and sell to the Purchasers certain floating rate secured convertible promissory notes; and

WHEREAS, pursuant to the Note Purchase Agreement, Parent, the Borrower, certain subsidiaries of the Borrower (such subsidiaries, together with Parent, the "Guarantors"), the Holder Representative, Agent and Tether Investments Limited ("Holder"), entered into that certain Floating Rate Secured Convertible Promissory Note, dated as of April 12, 2024 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Secured Note"), pursuant to which (a) the Borrower promised to pay Holder the principal sum of the Secured Note upon maturity thereof, (b) the Guarantors agreed to guarantee the obligations of the Borrower under the Secured Note and the other Note Documents and (c) the Borrower and each Guarantor agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Secured Note.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Note Obligations of such Grantor, hereby grants to Agent, for its benefit and for the benefit of the Holder Representative and holders of Notes, a continuing security interest in all of its right, title and interest in or to the following Collateral of such Grantor (the "Intellectual Property Collateral"); provided that, notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Assets:

- (a) all of Trademarks referred to on <u>Schedule 1</u> hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted

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under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

- Section 3. Floating Rate Secured Convertible Promissory Note. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Secured Note and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Secured Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.
- Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties 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.
- Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

[SIGNATURE PAGES FOLLOW]

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

URUGUS S.A., as Grantor

Docusigned by:

Emilians kargiuman

Name: Emiliano Kargieman

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

ACQUIOM AGENCY SERVICES LLC, as Agent

By: Shon McCraw-Davis
Name:Shon McCraw-Davis

TitleDirector

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

United States registered and pending trademarks				
Mark	Application #	Registration #	Status	Owner
SATELLOGIC	86127187	4560365	Issued	Urugus S.A.
SATELLOGIC	90780820	6849821	Issued	Urugus S.A.
BRINGING SPACE DOWN TO EARTH	86941832	5330497	Issued	Urugus S.A.
SATELLOGIC NORTH AMERICA	90780819	7037987	Issued	Urugus S.A.

RECORDED: 04/12/2024