

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1236817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nanoracks, LLC		04/25/2024	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Company Name:	Voyager Space Holdings, Inc.		
Street Address:	1225 17th Street, Suite 1100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	98146309	STARLAB SPACE	
Registration Number:	7339629	STARLAB	
Registration Number:	7340064	STARLAB	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<i>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.</i>			
Phone:	2029551685		
Email:	HWITM@HuntonAK.com		
Correspondent Name:	Mr. Matthew J. Ricciardi		
Address Line 1:	2200 Pennsylvania Ave. NW, Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 10037-1701		
ATTORNEY DOCKET NUMBER:	127716.1		
NAME OF SUBMITTER:	Luis Ferreira		
SIGNATURE:	Luis Ferreira		
DATE SIGNED:	05/16/2024		
Total Attachments: 7			
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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This Confirmatory Trademark Assignment Agreement (“Assignment”) is executed as of April 25, 2024 (“Effective Date”) by and between Nanoracks, LLC, a limited liability company organized under the laws of the State of Nevada and having its principal place of business at 503 Forge River Road in Webster, Texas (“Nanoracks”), and Voyager Space Holdings, Inc., a corporation organized under the laws of the State of Delaware and having its principal place of business at 1225 17th Street, Suite 1100, Denver, Colorado (“Voyager”).

WHEREAS, Nanoracks filed trademark applications for various “Starlab” marks, some of which have now matured to registration, in connection with a new venture to develop a next-generation commercial space station and provide related services (as more specifically identified on Schedule A and Schedule B hereto, the “Assigned Marks”);

WHEREAS, Nanoracks intended and purported to assign some of the Assigned Marks, including the associated goodwill, to Voyager by that certain Assignment and Assumption Agreement executed by and between them effective as of April 12, 2024; and

WHEREAS, that prior Assignment and Assumption Agreement was found to contain clerical errors; and

WHEREAS, Nanoracks and Voyager now desire to confirm and expand that prior Assignment and Assumption Agreement by executing this Assignment to convey all of the Assigned Marks, together with all of the common law rights, goodwill, income, claims, and causes of action associated therewith throughout the world,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nanoracks and Voyager agree as follows:

1. **Trademark Assignment**. Nanoracks hereby irrevocably conveys, transfers, and assigns to Voyager its entire right, title, and interest in and to the following:
 - (a) the pending trademark applications listed in Schedule A and all registrations and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, those marks in every jurisdiction in which the applications are filed;
 - (b) the trademark registrations listed in Schedule B and all extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, those marks in every jurisdiction in which they are registered;
 - (c) all rights, including any common law rights, of any kind whatsoever in the Assigned Marks provided by the law of any jurisdiction, by international treaties and conventions, or otherwise throughout the world;

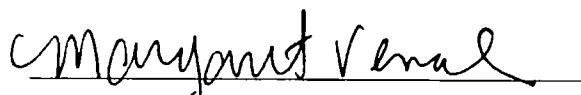
- (d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable in connection with the Assigned Marks; and
 - (e) all claims and causes of action arising from or in connection with the Assigned Marks, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse or other breach of the Assigned Marks, including the right, but not the obligation, to file suit for such legal and equitable relief and to collect any such damages.
2. Recordation. Nanoracks authorizes the Commissioner for Trademarks of the United States Patent & Trademark Office, and his counterparts at other trademark offices throughout the world, to record and register this Assignment of the Assigned Marks to Voyager.
 3. Cooperation. Nanoracks and Voyager shall reasonably cooperate in executing any further documents and rendering such other assistance as may be necessary for each of them to perfect, record, implement, and otherwise enjoy the benefits of this Assignment.
 4. Beneficiaries and Successors. This Assignment shall inure to the benefit of and be binding upon Nanoracks, Voyager, and their respective successors and assigns.
 5. Choice of Law. This Assignment shall be interpreted and enforced under the laws of the State of Delaware without regard to its conflicts of law principles.
 6. Execution & Counterparts. This Assignment may be executed and delivered electronically by facsimile, e-mail, or otherwise with the same effect as delivery of a traditionally signed original. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one agreement.

IT WITNESS WHEREOF, Nanoracks and Voyager execute this Assignment through their undersigned representatives as of the Effective Date.

FOR NANORACKS, LLC:

FOR VOYAGER SPACE HOLDINGS, INC.:

Mr. Christopher Cummins
*Vice-President &
Chief Commerce Officer*



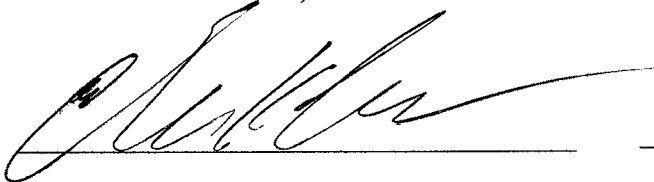
Ms. Margaret Vernal
General Counsel

- (d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable in connection with the Assigned Marks; and
 - (e) all claims and causes of action arising from or in connection with the Assigned Marks, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse or other breach of the Assigned Marks, including the right, but not the obligation, to file suit for such legal and equitable relief and to collect any such damages.
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FOR NANORACKS, LLC:

FOR VOYAGER SPACE HOLDINGS, INC.:



Mr. Christopher Cummins
*Vice-President &
Chief Commerce Officer*

Ms. Margaret Vernal
General Counsel

Schedule A: Assigned Trademark Applications

Country	Mark	App. No.	App. Date	Goods & Services
United States	STARLAB SPACE	98/146309	Aug. 23, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
Canada	STARLAB	2278689	Aug. 31, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
Canada	Starlab “Flag” Logo	2278692	Aug. 31, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
Canada	STARLAB SPACE	2278961	Aug. 31, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
Canada	STARLAB	2319040	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
Canada	Starlab “Flag” Logo	2319048	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
Canada	STARLAB SPACE	2319046	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.

Country	Mark	App. No.	App. Date	Goods & Services
European Union	STARLAB	018854566	Mar. 28, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
European Union	STARLAB	019007739	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
European Union	Starlab “Flag” Logo	019007718	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
European Union	STARLAB SPACE	019007609	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
Japan	STARLAB	2023-97561	Sept. 1, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
Japan	Starlab “Flag” Logo	2023-97563	Sept. 1, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
Japan	STARLAB SPACE	2023-97562	Sept. 1, 2023	<u>Class 42</u> : Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.
Japan	STARLAB	2024-34721	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.

Country	Mark	App. No.	App. Date	Goods & Services
Japan	Starlab "Flag" Logo	2024-34723	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
Japan	STARLAB SPACE	2024-34722	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
United Kingdom	STARLAB	UK00004033878	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
United Kingdom	Starlab "Flag" Logo	UK00004033887	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.
United Kingdom	STARLAB SPACE	UK00004033893	April 2, 2024	<u>Class 12</u> : Space vehicles, namely, orbital space habitats, commercial space stations, space laboratories, airlocks, and parts therefor.

Schedule B: Assigned Trademark Registrations

Country	Mark	Reg. No.	Reg. Date	Goods & Services
United States	STARLAB	7,339,629	Mar. 26, 2024	<u>Class 42: Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.</u>
United States	Starlab "Flag" Logo	7,340,064	Mar. 26, 2024	<u>Class 42: Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.</u>
United Kingdom	STARLAB	UK00003894111	June 23, 2023	<u>Class 42: Providing facilities for scientific research in space, namely, a free-flying space station in Low-Earth Orbit.</u>