

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Space Exploration Technologies Corp.		02/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4727710	DRAGON	
Registration Number:	4727708	FALCON	
Serial Number:	86617512	HYPERLOOP	
Registration Number:	5176643	HYPERLOOP	
Registration Number:	4267520	SPACEX	
Registration Number:	3066872	SPACEX	
Serial Number:	87576981	SPACEX	
Serial Number:	87576974	STARLINK	
Serial Number:	87576978	STARLINK	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 4727710

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	02/16/2018
Total Attachments: 10 source=Trademark Security Agreement Submisson_V_1#page1.tif source=Trademark Security Agreement Submisson_V_1#page2.tif source=Trademark Security Agreement Submisson_V_1#page3.tif source=Trademark Security Agreement Submisson_V_1#page4.tif source=Trademark Security Agreement Submisson_V_1#page5.tif source=Trademark Security Agreement Submisson_V_1#page6.tif source=Trademark Security Agreement Submisson_V_1#page7.tif source=Trademark Security Agreement Submisson_V_1#page8.tif source=Trademark Security Agreement Submisson_V_1#page9.tif source=Trademark Security Agreement Submisson_V_1#page10.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Space Exploration Technologies Corp.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 15, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GOLDMAN SACHS BANK USA

Street Address: 200 West Street

City: New York

State: NY

Country: USA Zip: 10282

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

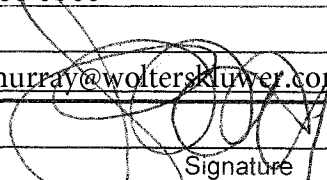
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Joanne BL Arnold

Name of Person Signing

February 15, 2018

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 15, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **GOLDMAN SACHS BANK USA**, as administrative agent and collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of February 15, 2018 (the “**Pledge and Security Agreement**”) between each Grantor and the other grantors party thereto and Administrative Agent pursuant to which each Grantor has granted a security interest to Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with Administrative 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 in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of

a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This 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]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

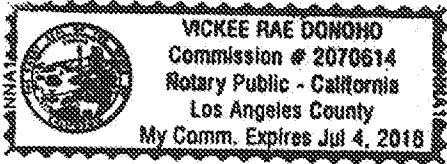
On 2-7-18 before me, Vickie Rae Donoho, Notary Public. Here Insert Name and Title of the Officer

personally appeared Blet Johnson Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vickie Rae Donoho Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Security Agreement Document Date:

Number of Pages: Signer(s) Other Than Named Above:

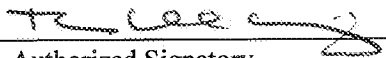
Capacity(ies) Claimed by Signer(s)

Signer's Name: Corporate Officer - Title(s): Partner - Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

Signer's Name: Corporate Officer - Title(s): Partner - Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Authorized Signatory
Thomas M. Manning
Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 006274 FRAME: 0415

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Filing Date	Registration No.	Registration Date
DRAGON United States		9/19/14	4727710	4/28/15
FALCON United States		9/19/14	4727708	4/28/15
HYPERLOOP United States	86617512	5/1/15		
HYPERLOOP United States		8/2/13	5176643	4/4/17
SPACEX United States	85602036	4/19/12	4267520	1/1/13
SPACEX United States	78976665	9/16/02	3066872	3/7/06
SPACEX United States	87576981	8/21/17		
STARLINK United States	87576974	8/21/17		
STARLINK United States	87576978	8/21/17		
SPACEX Argentina	3635295	8/22/17		
SPACEX Argentina	3635296	8/22/17		
SPACEX Argentina	3635297	8/22/17		
STARLINK Argentina	3635298	8/22/17		
STARLINK Argentina	3635299	8/22/17		
STARLINK Argentina	3635300	8/22/17		
SPACEX Australia	1867344	8/21/17		
STARLINK Australia	1867350	8/21/17		
STARLINK Australia	1867351	8/21/17		
STARLINK Australia	1867352	8/21/17		

Mark	Application No.	Filing Date	Registration No.	Registration Date
HYPERLOOP Canada	1712098	1/22/15		
SPACEX Canada	1853438	8/21/17		
SPACEX Canada	128160500	12/1/05	TMA686216	4/18/07
STARLINK Canada	1853437	8/21/17		
SPACEX Chile	1264572	8/21/17		
STARLINK Chile	1264573	8/21/17		
SPACEX China	Pending	8/21/17		
SPACEX China	3364583	11/11/02	3364583	2/7/04
SPACEX China	3364579	11/11/02	3364579	12/14/03
SPACEX China	3364582	11/11/02	3364582	9/7/04
SPACE EXPLORATION TECHNOLOGIES China	3364581	11/11/02	3364581	2/7/04
SPACE EXPLORATION TECHNOLOGIES China	3364578	11/11/02	3364578	6/28/04
SPACE EXPLORATION TECHNOLOGIES China	3364580	11/11/02	3364580	6/7/04
STARLINK China	Pending	8/21/17		
SPACEX European Union	2890218	10/14/02	2890218	5/12/04
SPACEX European Union	17133596	8/21/17		
STARLINK European Union	17133621	8/21/17		
SPACEX Hong Kong	304247352	8/21/17		
STARLINK Hong Kong	304247361	8/21/17		
SPACEX India	3617093	8/21/17		
STARLINK	3617092	8/21/17		

Mark	Application No.	Filing Date	Registration No.	Registration Date
India				
STARLINK India	3617091	8/21/17		
SPACEX Japan	2017-108765	8/21/17		
SPACEX Japan	2003-075392	9/2/03	4801292	9/10/04
SPACEX Japan	2002-088027	10/17/02	4718769	10/17/03
SPACE EXPLORATION TECHNOLOGIES Japan	2002-088026	10/17/02	4691330	7/11/03
STARLINK Japan	2017-108764	8/21/17		
STARLINK Japan	2017-108763	8/21/17		
HYPERLOOP Mexico	1571496	1/27/15	1539031	5/20/15
SPACEX New Zealand	1074254	8/21/17		
STARLINK New Zealand	1074256	8/21/17		
STARLINK New Zealand	1074257	8/21/17		
STARLINK New Zealand	1074258	8/21/17		
SPACEX Norway	201710867	8/21/17		
STARLINK Norway	201710865	8/21/17		
SPACEX Russia	2017734099	8/21/17		
STARLINK Russia	2017734100	8/21/17		
STARLINK Russia	2017734101	8/21/17		
SPACEX Singapore	40201716135P	8/21/17		
STARLINK Singapore	0201716137U	8/21/17		
SPACEX South Korea	40-2017-105720	8/21/17		
STARLINK South Korea	40-2017-105721	8/21/17		
SPACEX Switzerland	52251/2003	6/25/03	513756	8/27/03
SPACEX	60348/2017	8/21/17		

Mark	Application No.	Filing Date	Registration No.	Registration Date
Switzerland				
STARLINK Switzerland	60345/2017	8/21/17		
SPACEX Taiwan	106052275	8/21/17		
STARLINK Taiwan	106052276	8/21/17		
STARLINK Taiwan	106052278			
SPACEX Tonga	TO/M/17/03362	2/24/17		
STARLINK Tonga	TO/M/17/03363	2/24/17		
SPACEX United Kingdom	UK00003251511	8/21/17		11/17/17
STARLINK United Kingdom	UK00003251512	8/21/17		12/22/17