

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spaceflight Industries, Inc.		04/15/2019	Corporation: DELAWARE
Spaceflight Systems, Inc.		04/15/2019	Corporation: WASHINGTON
Blacksky Global LLC		04/15/2019	Limited Liability Company: DELAWARE
BlackSky Geospatial Solutions Inc.		04/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SFI IP Holdco, LLC
Street Address:	1505 Westlake Avenue N., Suite 600
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98109
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4787521	OPENWHERE
Registration Number:	3514783	BLACK SKY STUDIOS
Registration Number:	4541510	CORTEX
Registration Number:	4862557	BLACKSKY GLOBAL
Registration Number:	5433870	SPACEFLIGHT

CORRESPONDENCE DATA

Fax Number: 6504936811

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: 6504939300

Email: trademarks@wsgr.com

Correspondent Name: Christine K. Au-Yeung

Address Line 1: Wilson Sonsini Goodrich & Rosati

Address Line 2: 650 Page Mill Road

Address Line 4: Palo Alto, CALIFORNIA 94304

CH \$140.00 4787521

ATTORNEY DOCKET NUMBER:	44729.016/CZ2
NAME OF SUBMITTER:	James Gannon
SIGNATURE:	/James Gannon/
DATE SIGNED:	04/15/2019

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of April 15, 2019 ("Effective Date") by and between Spaceflight Industries, Inc., a Delaware corporation, Spaceflight Systems, Inc., a Washington corporation, Blacksky Global LLC, a Delaware limited liability company, and BlackSky Geospatial Solutions Inc. a Delaware corporation, on the one hand (each, an "Assignor", and collectively, the "Assignors"), and SFI IP Holdco, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, an Assignor is the owner of all right, title, and interest in and to the trademarks and trademark applications set forth on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to that certain Assignment Agreement dated as of the Effective Date by and among Assignors and Assignee (the "Assignment Agreement", Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns such Assignor's entire right, title and interest in and to (i) the Assigned Trademarks, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, together with (ii) the right to apply for and obtain registrations and renewals for the foregoing, and (iii) the right to bring any actions or proceedings at law or in equity or before any governmental authority for any past, present, or future infringement, dilution or unauthorized use of any of the Assigned Trademarks, and to collect and retain all damages, awards, settlements, and proceeds relating to the Assigned Trademarks ((i) through (iii) collectively, the "Assigned Rights"). Each Assignor further consents to recordation of this Assignment by Assignee, including with the United States Patent and Trademark Office or successor offices.

2. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Assignment in and to the Assigned Rights worldwide, including all documents necessary to record in the name of Assignee the assignment of the Assigned Trademarks with the United States Patent and Trademark Office or successor offices.

3. No Conflict. Nothing in this Assignment shall alter any liability or obligation of the parties hereto arising under the Assignment Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Assignment Agreement, the terms and conditions of the Assignment Agreement shall govern.

4. No Modifications. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both parties hereto.

5. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware.

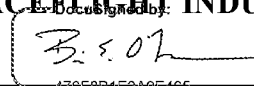
6. Successors and Assigns. This Assignment shall bind and shall inure to the benefit of the parties hereto and their respective successors, assigns and transferees.

7. Counterparts. This Assignment may be signed in counterparts (including by facsimile or PDF), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each Assignor and Assignee has caused this Trademark Assignment to be duly executed by its respective authorized representative as of the date first set forth above.

SPACEFLIGHT INDUSTRIES, INC.

By: 
478F8B1E2A9E465...

Name: Brian O'Toole

Title: President

SPACEFLIGHT SYSTEMS, INC.

By: _____

Name: Nick Merski

Title: President

BLACKSKY GLOBAL LLC

By: _____

Name: Peter Hisken

Title: Manager

BLACKSKY GEOSPACIAL SYSTEMS INC.

By: 
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Name: Brian O'Toole

Title: President

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By: *Nick Merski*
DocuSigned by:
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Name: Nick Merski

Title: President

BLACKSKY GLOBAL LLC

By: _____

Name: Peter Hisken

Title: Manager

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By: *Peter Hisken*
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Name: Peter Hisken

Title: Manager

BLACKSKY GEOSPACIAL SYSTEMS INC.

By: _____

Name: Brian O'Toole

Title: President

SFI IP HOLDCO, LLC

By: 
476E8B1E2A9E465

Name: Brian O'Toole

Title: President

[Signature Page to Exhibit D to Assignment Agreement – Trademark Assignment]

TRADEMARK
REEL: 006618 FRAME: 0853

Schedule A

Assigned Trademarks

Trademarks					
Number	File Date	Owner	Status	Reg. Date	Mark
U.S. SER. NO. 86976603 U.S. REG. NO. 4787521	9/26/2013	BlackSky Geospatial Solutions, Inc.	Registered	8/4/2015	OPENWHERE
U.S. SER. NO. 77164000 U.S. REG. NO. 3514783	4/24/2007	Spaceflight Systems, Inc.	Registered	10/14/2008	BLACK SKY STUDIOS ³
U.S. SER. NO. 85709924 U.S. REG. NO. 4541510	8/22/2012	Spaceflight Systems, Inc.	Registered	6/3/2014	cortex
U.S. SER. NO. 86583345 U.S. REG. NO. 4862557	3/31/2015	BlackSky Global ⁴	Registered	12/1/2015	BlackSky Global
U.S. SER. NO. 86862214 U.S. REG. NO. 5433870	12/30/15	Spaceflight Industries, Inc.	Registered	3/27/18	SPACEFLIGHT word and design

³ This trademark will be permitted to lapse.

⁴ Name correction to “BlackSky Global, LLC” to be filed along with assignment.