

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLANET LABS INC.		06/21/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5051428	PLANET	
Registration Number:	5233638	PLANET.	
Registration Number:	4902931	PLANET LABS	
Registration Number:	5051429	PLANET LABS	
Serial Number:	86912716	PLANET.	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152686538		
Email:	achung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	027292-0001292		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/Jennifer Lee Taylor/		
DATE SIGNED:	06/21/2019		
Total Attachments: 11			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 21, 2019 by and between the Grantors listed on the signature page hereto (collectively, the "*Grantor*") and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, the "*Administrative Agent*").

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Credit Agreement, dated as of June 21, 2019, by and among **PLANET LABS INC.**, a Delaware corporation (the "*Borrower*"), the several banks and other financial institutions or entities from time to time party to this Agreement (each a "*Lender*" and, collectively, the "*Lenders*"), and **SILICON VALLEY BANK** ("*SVB*"), as administrative agent and collateral agent for the Lenders (in such capacity, the "*Administrative Agent*") (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Guarantee and Collateral Agreement*").

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower's and each other Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor hereby grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF CALIFORNIA.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PLANET LABS INC.

By: 

Name: Laura Malinasky

Title: Secretary


PL INTERMEDIATE TB, INC.

By: 

Name: Laura Malinasky

Title: Secretary

PLANET LABS TB, INC.

By: 

Name: Laura Malinasky

Title: Secretary

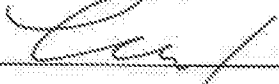
TERRA BELLA TECHNOLOGIES INC.

By: 

Name: Laura Malinasky

Title: Secretary

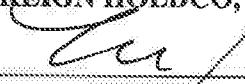
PLANET LABS, LLC

By:  _____

Name: Laura Malinasky

Title: Secretary

PL FOREIGN HOLDCO, INC.

By:  _____

Name: Laura Malinasky

Title: Secretary

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

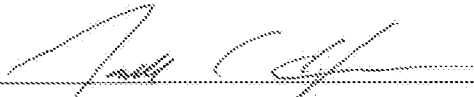
By: 
Name: MARSHALL HAWKE
Title: MANAGING DIRECTOR - SCS

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B**PATENTS****Issued Patents**

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Terra Bella Technologies Inc. (formerly Skybox Imaging Inc.)	EP Patent	2643882	10/02/2013; 04/16/2014	Henrique do Carmo Miranda	Integrated antenna system for imaging microsattellites
Terra Bella Technologies Inc. (formerly Skybox Imaging Inc.)	EP Patent	2738865	06/04/2014; 07/02/2014; 03/28/2014	Henrique do Carmo Miranda	Integrated antenna system for imaging microsattellites
Planet Labs Inc.	German Patent	202013012472	01/13/2017	unknown	Satellite planning system.
Planet Labs Inc.	German Patent	202012013411	11/15/2016	unknown	Systems for overhead image and video ads
Planet Labs Inc.	German Patent	202011110850	12/05/2016	unknown	Integrated antenna system for imaging microsattellites.
Planet Labs Inc.	German Patent	202012013403	10/27/2016	unknown	Adaptive image acquisition and processing with image analysis feedback.
Planet Labs Inc.	German Patent	202016007867	01/25/2017	unknown	Controlling a Line of Sight Angle of an Imaging Platform.
Terra Bella Technologies Inc.	U.S. Patent	9,738,403	08/22/2017	Sean Augenstein	Parallel calculation of satellite access windows and native program implementation framework
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	9,313,242	04/12/2016	Julian M. Mann; M. Dirk Robinson	Multi-resolution pyramid for georeferenced video.
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,977,619	03/10/2015	Julian M. Mann; Daniel Berkenstock; Sean Augenstein	Satellite scheduling system using crowd-sourced data.
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	9,262,734	02/16/2016	Sean Augenstein; Julian M. Mann; Daniel Berkenstock	Satellite scheduling system.
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,487,996	07/16/2013	Julian M. Mann; Daniel Berkenstock; M. Dirk Robinson	Systems and methods for overhead imaging and video
Terra Bella Technologies Inc.	U.S. Patent	9,442,012	09/13/2016	Julian M. Mann; Daniel	Systems and methods for overhead imaging and video.

(formerly Skybox Imaging, Inc.)				Berkenstock; M. Dirk Robinson	
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,482,610	07/09/2013	Henrique do Carmo Miranda	Integrated antenna system for imaging microsattellites
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,786,703	07/22/2014	Henrique do Carmo Miranda	Integrated antenna system for imaging microsattellites
Planet Labs Inc. transferred from Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,730,324	05/20/2014	Henrique do Carmo Miranda	Integrated antenna system for imaging microsat
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	9,013,577	04/21/2015	Henrique do Carmo Miranda	Integrated antenna system for imaging microsattellites
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,531,524	09/10/2013	Henrique do Carmo Miranda	Integrated antenna system for imaging microsattellites
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	9,369,646	06/14/2016	Chwen-Yuan Ku; H. Keith Nishihara; M. Dirk Robinson	Sensor dark pixel offset estimation
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,873,842	10/28/2014	M. Dirk Robinson; Mark Robertson; Hadar Isaac; Oliver Guinan; Thomas Joseph Melendez; Daniel Berkenstock; Julian Mann	Using human intelligence tasks for precise image analysis
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	8,379,913	02/19/2013	M. Dirk Robinson; Mark Robertson; Hadar Isaac; Oliver Guinan; Thomas Joseph Melendez; Daniel Berkenstock; Julian Mann	Adaptive image acquisition and processing with image analysis feedback
Terra Bella Technologies Inc. (formerly Skybox Imaging, Inc.)	U.S. Patent	9,105,128	08/11/2015	M. Dirk Robinson; Mark Robertson; Hadar Isaac; Oliver Guinan; Thomas Joseph Melendez; Daniel Berkenstock; Julian Mann	Adaptive image acquisition and processing with image analysis feedback
Planet Labs Inc. transferred from Google Inc.	U.S. Patent	9,686,478	06/20/2017	Mark Allen Robertson; Ken James Kryda	Generating high-dynamic range images using multiple filters

Planet Labs Inc. transferred from Google Inc.	U.S. Patent	9,674,460	06/06/2017	Mark Allen Robertson; Ken James Kryda	Generating high-dynamic range images using varying exposures
Planet Labs Inc. transferred from Google Inc.	U.S. Patent	9,509,894	11/19/2016	Jonny Dyer	Capturing images using controlled vibration
Planet Labs Inc.	U.S. Patent	10,249,024	04/02/2019	Louis Hu Rousmaniere; Kenneth James Kryda	Systems and methods for enhancing object visibility for overhead imaging
Planet Labs Inc.	U.S. Patent	9,996,905	06/12/2018	Louis Hu Rousmaniere; Kenneth James Kryda	Systems and methods for enhancing object visibility for overhead imaging
Planet Labs Inc.	U.S. Patent	9,996,810	06/12/2018	Sean Augenstein; Julian M. Mann; Daniel Berkenstock	Satellite scheduling system
Planet Labs Inc.	U.S. Patent	9,651,946	05/16/2017	Michael Rubel; James Mason	Automated Schedule Calculation for Controlling a Constellation of Satellites
Planet Labs Inc.	U.S. Patent	10,061,474	08/28/2018	Greg Bertoldo; Carlos Cervantes; Richard J. Cirminello, Jr.; James Long; Julian Mann; Daniel Berkenstock; Oliver Guinan; Ching-Yu Hu; Adam Wegel; Christopher Kelley	Overhead image viewing systems and methods
Planet Labs Inc.	U.S. Patent	10,146,044	12/04/2018	Benjamin Haldeman; Joseph Warga	Company Spherical Diffraction Limited Telescope System for Remote Sensing in Satellite System
Planet Labs Inc.	U.S. Patent	10,277,309	04/30/2019	Lauren Kanner; Craig Ray Dean Scheffler	Predicting Radio Frequency Interference Events

Pending Patent Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Planet Labs Inc.	Canadian	2988110	06/02/2016	Jonny Dyer	Capturing images using controlled vibration.
Planet Labs TB, Inc.	U.S. Non-provisional application	15/681,634	11/30/2017	Sean Augenstein	Parallel Calculation of Satellite Access Windows and Native Program

					Implementation Framework
Planet Labs Inc.	U.S. Non-provisional application	15/267,780	03/22/2018	Eric Michael Wun; Craig Ray Dean Scheffler	Data Loss Prevention from Link Quality Fade
Planet Labs Inc.	U.S. Non-provisional application	15/230,785	02/09/2017. Notice of allowance on 01/25/2019.	M. Dirk Robinson; Jonathan Dyer; Joshua Levine; Brendan Hermalyn; Ronny Votel; Matt William Messana	Controlling a Line of Sight Angle of an Imaging Platform
Planet Labs Inc.	U.S. Non-provisional application	15/640,280	06/30/2017	Michael Rubel; Creon Levit; Matthew Ferraro	Systems and Methods for Performing Synthetic Aperture Radar Imaging Using Superchips
Planet Labs Inc.	U.S. Non-provisional application	15/640,305	06/30/2017	Ignacio Zuleta; Adam Fritzler	Systems and Methods for Implementing Time Delay Integration Imaging Techniques in Conjunction with Distinct Imagine Regions on a Monolithic Charge-Coupled Device Image Sensor
Planet Labs Inc.	U.S. Non-provisional application	15/721,567	09/29/2017	Kiruthika Devaraj; Ming-chun Paul Lee	Systems for Synthetic Aperture Radar Transmit and Receive Antennas

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Planet Labs Inc.	U.S.	5051428	09/27/2016	7/06/2013	Planet Labs Inc.	PLANET
Planet Labs Inc.	U.S.	5233638	06/27/2017	2/18/2016	Planet Labs Inc.	PLANET and Design
Planet Labs Inc.	U.S.	4902931	07/6/2013	2/16/2016	Planet Labs Inc.	PLANET LABS
Planet Labs Inc.	U.S.	5051429	09/27/2016	7/06/2013	Planet Labs Inc.	PLANET LABS and Design
Planet Labs Inc.	EU	015762784	09/01/2017	8/18/2016	Planet Labs Inc.	PLANET and Design
Planet Labs Inc.	EU	014353957	08/03/2017	10/7/2015	Planet Labs Inc.	PLANET

Pending Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Planet Labs Inc.	U.S.	86912716	02/18/2016	Planet Labs Inc.	mark PLANET & Design

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