

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A. AS ADMINISTRATIVE AGENT		12/17/2019	ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	SPACE EXPLORATION TECHNOLOGIES CORP.		
Street Address:	1 ROCKET ROAD		
City:	HAWTHORNE		
State/Country:	CALIFORNIA		
Postal Code:	90250		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86399831	DRAGON	
Serial Number:	86399823	FALCON	
Serial Number:	86027442	HYPERLOOP	
Serial Number:	85602036	SPACE X	
Serial Number:	78976665	SPACE X	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6472		
Email:	dmonteblanco@cooley.com		
Correspondent Name:	DEREK MONTEBLANCO		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	308172-114		
NAME OF SUBMITTER:	DEREK MONTEBLANCO		
SIGNATURE:	/DEREK MONTEBLANCO/		
DATE SIGNED:	12/18/2019		

CH \$140.00 86399831

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 17, 2019 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Administrative Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of November 21, 2018, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of November 21, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 21, 2018 at Reel/Frame 6487/0729;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Administrative Agent for the
Secured Parties**

By: _____



Name: Charlene Wright-Jones

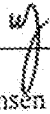
Title: Vice President

[Signature Page - Trademark Release]

**TRADEMARK
REEL: 006834 FRAME: 0711**

GRANTORS:

**SPACE EXPLORATION TECHNOLOGIES
CORP.**

By: _____ 

Name: Bret Johnsen

Title: Chief Financial Officer

SCHEDULE I

Mark	Serial No.	Filing Date	Registration No.	Registration Date
DRAGON	86399831	09/19/2014	4727710	04/28/2015
FALCON	86399823	09/19/2014	4727708	02/10/2015
HYPERLOOP	86027442	08/02/2013	5176643	04/04/2017
SPACE X	85602036	04/19/2012	4267520	01/01/2013
SPACE X	78976665	09/16/2002	3066872	03/07/2006