

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelsat Jackson Holdings SA, as Collateral Agent		06/12/2020	Company:
RECEIVING PARTY DATA			
Name:	Spaceflight, Inc.		
Street Address:	13241 Woodland Park Rd Ste 300		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	Corporation: WASHINGTON		
Name:	SFI IP Holdco, LLC		
Street Address:	13241 Woodland Park Rd Ste 300		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86862214	SPACEFLIGHT	
Serial Number:	86195714	GOT LAUNCHED	
Serial Number:	86975829	GOT LAUNCHED	
Serial Number:	86049281	GET LAUNCHED	
Serial Number:	85647841	SHERPA	
Serial Number:	85647838	DECAPOD	
Serial Number:	85709924	CORTEX	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472169		
Email:	qluflood@wsgr.com		
TRADEMARK			

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Correspondent Name: Wilson Sonsini Goodrich & Rosati, P.C.
Address Line 1: One Market Plaza, Spear Tower, Suite 330
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 44729.029

NAME OF SUBMITTER: Qui Lu flood

SIGNATURE: /Qui Lu Flood/

DATE SIGNED: 06/12/2020

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of June 12, 2020 (the “Effective Date”), is made by Intelsat Jackson Holdings SA, in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of Spaceflight, Inc., a Washington corporation (“Spaceflight”), and SFI IP Holdco, LLC, a Delaware limited liability company (“IP Holdco” and together with Spaceflight, the “Grantors”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of October 31, 2019, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Loan Agreement”), the Grantors granted to the Collateral Agent a security interest in certain collateral;

WHEREAS, pursuant to the Loan Agreement, the Grantors and certain other parties thereto executed and delivered the Grant of Security Interest in Trademarks dated as of October 31, 2019 (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 October 31, 2019 at Reel/Frame 6783/0791;

WHEREAS, certain Released Trademark Collateral (as hereinafter defined) (such Released Trademark Collateral, the “IP Holdco Trademark”), was subsequently assigned by IP Holdco to Spaceflight pursuant to that certain IP Assignment and License Agreement dated as of June 12, 2020;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral 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 Loan Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in the trademark registrations and trademark applications set forth on Schedule A attached hereto and all proceeds of the foregoing, arising under the Loan Agreement and the Trademark Security Agreement (the “Released Trademark Collateral”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor that is the owner of such Released Trademark Collateral or, in the case of the IP Holdco Trademark, to Spaceflight as IP Holdco’s successor-in-interest.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement solely with respect to the Released Trademark Collateral. The Trademark Security Agreement shall remain in full force and effect as to all other Trademark Collateral except as expressly set forth herein and the Collateral Agent hereby confirms its lien on and security interest in all right, title and interest in and to such other Trademark Collateral pledged to it under the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance

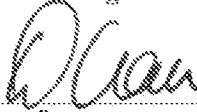
(including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor or, in the case of the IP Holdco Trademark, by Spaceflight, at such Grantor's or, in the case of the IP Holdco Trademark, Spaceflight's sole cost and expense, 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.

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

**INTELSAT JACKSON HOLDINGS SA,
as Collateral Agent**

By: 
Name: **DIETER HASE**
Title: **VP AND TREASURER**

SCHEDULE A

	Owner	Trademark	Serial No.	Reg. No.
1.	SFI IP Holdco, LLC (transferred to Spaceflight, Inc.)	SPACEFLIGHT	86/862,214	5,433,870
2.	Spaceflight, Inc.	Got Launched	86/195,714	4,797,753
3.	Spaceflight, Inc.	Got Launched	86/975,829	4,757,901
4.	Spaceflight, Inc.	Get Launched	86/049,281	4,542,505
5.	Spaceflight, Inc.	SHERPA	85/647,841	4,441,007
6.	Spaceflight, Inc.	Decapod	85/647,838	4,481,828
7.	SFI IP Holdco, LLC (transferred to Spaceflight, Inc.)	cortex	85/709,924	4,541,510