

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6438599

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SPACE EXPLORATION TECHNOLOGIES CORP.		11/13/2020
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A.	
Street Address:	333 S. HOPE ST.	
Internal Address:	19TH FLOOR	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90071	
PROPERTY NUMBERS Total: 80		
Property Type	Number	
Application Number:	62943206	
Application Number:	29720089	
Application Number:	29720091	
Application Number:	29720092	
Application Number:	29720094	
Application Number:	29720096	
Application Number:	62959148	
Application Number:	62959133	
Application Number:	62983231	
Application Number:	62982998	
Application Number:	62983641	
Application Number:	62983649	
Application Number:	62983644	
Application Number:	62983651	
Application Number:	16824484	
Application Number:	63009918	
Application Number:	63009933	
Application Number:	63013500	
Application Number:	16858691	

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Property Type	Number
Application Number:	16858673
Application Number:	16858675
Application Number:	16865400
Application Number:	16865402
Application Number:	16865401
Application Number:	16869514
Application Number:	29733961
Application Number:	63022311
Application Number:	63022279
Application Number:	63022250
Application Number:	16870973
Application Number:	16870974
Application Number:	16870975
Application Number:	16871043
Application Number:	15930415
Application Number:	15931531
Application Number:	15931443
Application Number:	15931589
Application Number:	63025083
Application Number:	16874294
Application Number:	16874664
Application Number:	16874257
Application Number:	16874362
Application Number:	16874384
Application Number:	16874604
Application Number:	16874334
Application Number:	16874408
Application Number:	63026632
Application Number:	63032192
Application Number:	63032844
Application Number:	63032859
Application Number:	63032868
Application Number:	16892282
Application Number:	16892235
Application Number:	16892239
Application Number:	16892231
Application Number:	16892246
Application Number:	16892237

Property Type	Number
Application Number:	16892223
Application Number:	16893317
Application Number:	63035461
Application Number:	63035443
Application Number:	63035159
Application Number:	63035214
Application Number:	63035193
Application Number:	63035246
Application Number:	63035123
Application Number:	63048174
Application Number:	29741092
Application Number:	16927833
Application Number:	16938850
Application Number:	63063209
Application Number:	16988675
Application Number:	63067046
Application Number:	17013733
Application Number:	17019242
Application Number:	17035560
Application Number:	63084406
Application Number:	17065707
Application Number:	17065743
Application Number:	63091254

CORRESPONDENCE DATA

Fax Number: (206)393-5491

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: 206-393-5419

Email: sarora@polsinelli.com

Correspondent Name: POLSINELLI PC

Address Line 1: 1000 SECOND AVENUE

Address Line 2: SUITE 3500

Address Line 4: SEATTLE, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	107938-645477
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NAME OF SUBMITTER:	SHILPA ARORA
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SIGNATURE:	/Shilpa Arora/
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DATE SIGNED:	12/08/2020
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 13, 2020 (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 **BANK OF AMERICA, N.A.**, 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 an Amended and Restated Pledge and Security Agreement dated as of December 18, 2019 (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 Patent 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 ; and

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Amended Pledge and Security Agreement and used herein have the meaning given to them in the Amended Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing 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 “**Patent Collateral**”):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (a) each patent and patent application listed or required to be listed in Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (c) all patentable inventions and improvements thereto, (d) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (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 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 Amended 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 Patent Collateral made and granted hereby are more fully set forth in the Amended 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 Amended Pledge and Security Agreement, the provisions of the Amended 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).

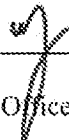
SECTION 5. Counterparts

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]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPACE EXPLORATION TECHNOLOGIES CORP.

By:  _____
Name: Bret Johnsen
Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT

Application No.	Filed	Patent No.	Issue Date
62/943,206	12/3/2019		
62/943,206	12/3/2019		
29/720,089	1/9/2020		
29/720,091	1/9/2020		
29/720,092	1/9/2020		
29/720,094	1/9/2020		
29/720,096	1/9/2020		
62/959,148	1/9/2020		
62/959,133	1/9/2020		
62/983,231	2/28/2020		
62/982,998	2/28/2020		
62/983,641	2/29/2020		
62/983,649	2/29/2020		
62/983,644	2/29/2020		
62/983,651	2/29/2020		
16/824,484	03/19/2020		
63/009,918	4/14/2020		
63/009,933	4/14/2020		
63/013,500	4/21/2020		
16/858,691	4/26/2020		
16/858,673	4/26/2020		
16/858,675	4/26/2020		
16/865,400	5/3/2020		
16/865,402	5/3/2020		
16/865,401	5/3/2020		
16/869,514	5/7/2020		
29/733,961	5/7/2020		
63/022,311	5/8/2020		
63/022,279	5/8/2020		
63/022,250	5/8/2020		
16/870,973	5/10/2020		
16/870,974	5/10/2020		
16/870,975	5/10/2020		
16/871,043	5/11/2020		
15/930,415	5/12/2020		
15/931,531	5/13/2020		
15/931,443	5/13/2020		
15/931,589	5/14/2020		
63/025,083	5/14/2020		
16/874,294	5/14/2020		
16/874,664	5/14/2020		
16/874,257	5/14/2020		
16/874,362	5/14/2020		
16/874,384	5/14/2020		

Application No.	Filed	Patent No.	Issue Date
16/874,604	5/14/2020		
16/874,334	5/14/2020		
16/874,408	5/14/2020		
63/026,632	5/18/2020		
63/032,192	5/29/2020		
63/032,844	6/1/2020		
63/032,859	6/1/2020		
63/032,868	6/1/2020		
16/892,282	6/3/2020		
16/892,235	6/3/2020		
16/892,239	6/3/2020		
16/892,231	6/3/2020		
16/892,246	6/3/2020		
16/892,237	6/3/2020		
16/892,223	6/3/2020		
PCT/US20/36003	6/3/2020		
16/893,317	6/4/2020		
63/035,461	6/5/2020		
63/035,443	6/5/2020		
63/035,159	6/5/2020		
63/035,214	6/5/2020		
63/035,193	6/5/2020		
63/035,246	6/5/2020		
63/035,123	6/5/2020		
63/048,174	7/5/2020		
29/741,092	7/9/2020		
402020100645.9	7/9/2020		
16/927833	7/13/2020		
16/938,850	7/24/2020		
63/063209	8/7/2020		
16/988675	8/9/2020		
63/067,046	8/18/2020		
17/013,733	9/7/2020		
17/019,242	9/12/2020		
17/035,560	9/28/2020		
63/084,406	9/28/2020		
17/065,707	10/08/2020		
17/065,743	10/08/2020		
63/091,254	10/13/2020		