

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7954631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EMERGENT SPACE TECHNOLOGIES, LLC	05/15/2023
RECEIVING PARTY DATA	
Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT
Street Address:	225 W. WASHINGTON ST., 9TH FLOOR
Internal Address:	ATTN: LEGAL DEPT.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7860617
CORRESPONDENCE DATA	
Fax Number:	(213)443-2926
<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:	213-617-5493
Email:	jcravitz@sheppardmullin.com
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
Address Line 1:	333 S. HOPE ST., 43RD FLOOR
Address Line 2:	ATTN: J. CRAVITZ
Address Line 4:	LOS ANGELES, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	76KM-327311
NAME OF SUBMITTER:	JULIE CRAVITZ
SIGNATURE:	/julie cravitz/
DATE SIGNED:	05/15/2023
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of May 15, 2023 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of ALTER DOMUS (US) LLC, a Delaware limited liability company, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of November 10, 2022 by and among YELLOWSTONE BORROWER, LLC, a Colorado limited liability company (the “Borrower”), YELLOWSTONE INTERCO HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the several financial institutions or other entities from time to time parties thereto (the “Lenders”) and ALTER DOMUS (US) LLC, a Delaware limited liability company, as disbursing agent for the Lenders and as collateral agent for the Secured Parties, U.S. Bank Trust Company, National Association, as separate collateral agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of November 10, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION. 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest.

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”) as

collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) 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, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world (collectively "Patents").

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

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.

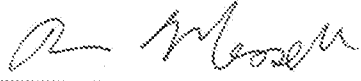
SECTION 6. Collateral Agent.

The Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Credit Agreement, as if the provisions setting forth those rights, protections, immunities and indemnities are fully set forth herein.

[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.

EMERGENT SPACE TECHNOLOGIES, LLC,
as Grantor

By: 
Name: Kevin Messerle
Title: Treasurer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

ALTER DOMUS (US) LLC,
solely in its capacity as Collateral Agent
and not in its individual capacity

By: 
Name: _____
Title: Matthew Trybula
Associate Counsel

[Signature Page to Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Description	Application No.	Filing Date	Patent No.	Issue Date	Owner
Geosynchronous spacecraft autonomous navigation	11/878359	24-Jul-2010	7860617	28-Dec-2010	Emergent Space Technologies, LLC (f/k/a/ Emergent Space Technologies, Inc.) and Lockheed Martin Corporation