

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI360285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Slingshot Aerospace, Inc.	07/12/2024
RECEIVING PARTY DATA	
Company Name:	Trinity Capital Inc., as Collateral Agent
Street Address:	1 N. 1st Street
Internal Address:	Floor 3
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	11587311
Patent Number:	11232330
Patent Number:	11227191
Patent Number:	8938413
Patent Number:	8909588
Patent Number:	8909589
Patent Number:	8909586
Patent Number:	10740609
Application Number:	18486891
Application Number:	18157720
Application Number:	18150965
Application Number:	17327385
CORRESPONDENCE DATA	
Fax Number:	8586771401
<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:	(619)864-3377
Email:	christian.cruz@us.dlapiper.com
Correspondent Name:	DLA Piper LLP (US)
Address Line 1:	4365 Executive Drive

PATENT

Address Line 2:	Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Christian Cruz
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SIGNATURE:	Christian Cruz
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DATE SIGNED:	07/14/2024
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of July 12, 2024, is made by SLINGSHOT AEROSPACE, INC., a Delaware corporation, and each Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation (in its capacity as administrative agent and collateral agent for the lenders from time to time party to the Loan Agreement (as defined below) "Administrative Agent").

RECITALS

A. Grantor has entered into a Loan and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto and the Administrative Agent (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent for the benefit of the Lenders a security interest in all of 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Administrative Agent for the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property constituting Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following, in each case, solely to the extent constituting Collateral:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Administrative Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Administrative Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Administrative Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Administrative Agent in the State of New York, and shall have been accepted by Administrative Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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:

SLINGSHOT AEROSPACE, INC.,

a Delaware corporation

DocuSigned by:

Pieter Kreuk

By: _____

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Name: Pieter Kreuk

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

TRINITY CAPITAL INC.,

a Maryland corporation

DocuSigned by:

Sarah Stanton

By: _____

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Name: Sarah Stanton

Title: General Counsel and Chief Compliance
Officer

EXHIBIT A

COPYRIGHTS

Copyrights:

None.

Copyright Applications:

None.

COPY VIEW

EXHIBIT B**PATENTS****Registered Patents:**


Item / Title	Registration Information
System and method for space object detection in daytime sky images	Patent # 11,587,311 Issued 02/21/2023
Adaptive neural network selection to extract particular results	Patent # 11,232,330 Issued 01/25/2022
Conditional loss function modification in a neural network	Patent # 11,227,191 Issued 01/18/2022
Method and system for predicting a location of an object in a multi-dimensional space	Patent # 8,938,413 Issued 01/20/2015
Method and system for propagating the state of an object and its uncertainty	Patent # 8,909,588 Issued 12/09/2014
Methods and systems for updating a predicted location of an object in a multi-dimensional space	Patent # 8,909,589 Issued 12/09/2014
Method and system for determining a track of an object through a multi-dimensional space	Patent # 8,909,586 Issued 12/09/2014
System and method for space object detection in daytime sky images	Patent # 10,740,609 Issued 08/11/2020

Patent Applications:

Item / Title	Filing Information
AERO03-00009: Conditional loss function modification in a neural network	PCT Appl. # PCT/US19/17876 Filed 02/13/2019
AERO03-00014: Signal processing workflow engine incorporating graphical user interface for space situational awareness	PCT Appl. # PCT/US19/62868 Filed 11/22/2019
AERO03-00011: Altitude-agnostic on-sensor image processing	Prov. Appl. # 62/929,771 Filed 11/01/2019
AERO03-00012: Altitude-agnostic on-sensor image processing	Prov. Appl. # 62/931,178 Filed 11/05/2019
Methods and system for space traffic coordination and data sharing for collision avoidance	Appl. # 18/486,891 Filed 10/13/2023
Methods and systems for streaming buffer numerical propagation	Appl. # 18/157,720 Filed 01/20/2023
System and method for space object detection in daytime sky images	Appl. # 18/150,965 Filed 01/06/2023
Method, system, and medium for processing satellite orbital information using a generative adversarial network	Appl. # 17/327,385 Filed 05/21/2021

EXHIBIT C
TRADEMARKS

Trademarks:

Mark Name	Design	Registration Number
S		6,793,056

Trademark Applications:


MWM Ref. No.	Mark Name	Design	Application Number	International Classes
AERO03-00020	SLINGSHOT AEROSPACE		90/779,339	42
AERO03-00021	S SLINGSHOT AEROSPACE & Design (Black & White)		90/779,337	42
	SLINGSHOT	SLINGSHOT	90/779,344	

EXHIBIT D

MASK WORKS

None.

COPY VIEW

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RECORDED: 07/14/2024

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