

01-26-1999

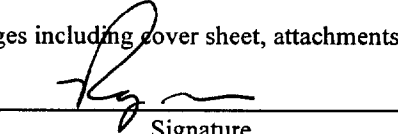


U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TKLO
1-5-99

100948418
RECORDATION SHEET
COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Iridium IP LLC 1575 Eye Street, N.W. Washington, D.C. 20005</p> <p>Other: Limited Liability Company</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>The Chase Manhattan Bank</u> Internal Address: <u>Attn: Loan and Agency Services Group</u> Street Address: <u>1 Chase Manhattan Plaza, 8th Floor</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10081</u></p> <p>Other: <u>Collateral Agent</u></p>
<p>3. Nature of conveyance</p> <p><input checked="" type="checkbox"/> Security Agreement</p> <p>Execution Date: <u>December 23, 1998</u></p>	
<p>4. Application number(s) or patent number(s):</p> <p>A. Trademark Application No.(s) See Attached Schedule 1 and Exhibit 1</p> <p>B. Trademark Registration No.(s) See Attached Schedule 1 and Exhibit 1</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>F. Thomas Tuttle</u></p> <p>Internal Address: <u>General Counsel, Iridium IP LLC</u></p> <p>Street Address: <u>1575 Eye Street, N.W.</u></p> <p>City: <u>Washington</u> State: <u>D.C.</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: 32</p> <p>7. Total fee (37 CFR 3.41) 1815.00</p> <p><input checked="" type="checkbox"/> Enclosed</p>
<p>8. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p>Total number of pages including cover sheet, attachments, and document:</p> <p>Roy Grant, VP and CFO Name of Person Signing</p> <p> Signature</p> <p><u>December 23, 1998</u> Date</p>	

ASSIGNMENT BRANCH
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02 FC:482 775.00 OP

U.S. TRADEMARKS FOR THE CLIENT IRIDIUM IP LLC (December, 1998)

MARK	APP/REG #	APP/REG DATE	CLASS	GOODS	STATUS
IRIDIUM	1,835,931	05/10/94	9, 38	TELECOMMUNICATION EQUIPMENT, NAMELY, PARTS FOR SATELLITES, GATEWAYS AND SATELLITE STATIONS; SUBSCRIBER UNITS, NAMELY, HAND-HELD, MOBILE AND FIXED SUBSCRIBER UNITS; TELECOMMUNICATION SERVICES INCLUDING SPACE CELLULAR TELECOMMUNICATION SERVICES	Section 8/15 Due 05/10/2000
IRIDIUM & Design	1,852,817	09/06/94	9,38	TELECOMMUNICATION EQUIPMENT; NAMELY, GATEWAYS AND SATELLITE STATIONS; SUBSCRIBER UNITS; NAMELY, HANDHELD, MOBILE AND FIXED SUBSCRIBER UNITS; TELECOMMUNICATION SERVICES INCLUDING SPACE CELLULAR TELECOMMUNICATION SERVICES	Section 8/15 Due 09/06/2000
IRIDIUM TODAY	1,875,239	01/24/95	16	PERIODIC NEWSLETTER PERTAINING TO THE FIELD OF TELECOMMUNICATIONS	Section 8/15 Due 01/24/2001
IRIDIUM	2,044,142	03/11/97	9, 14	CALCULATORS; WATCHES AND CLOCKS;	Section 8/15 Due 03/11/2003
IRIDIUM	74/531,953	06/01/94	9	TELECOMMUNICATIONS EQUIPMENT, NAMELY, SATELLITES, GATEWAYS AND SATELLITE STATIONS AND CONTROL APPARATUS THEREFOR; SOFTWARE FOR GATEWAYS, SATELLITE STATIONS AND CONTROL APPARATUS THEREFOR, AND SUBSCRIBER UNITS	Pending SOU filed 10/13/98 Final Review prior to Registration Complete. Will register in due time

U.S. TRADEMARKS FOR THE CLIENT IRIDIUM IP LLC (December, 1998)

MARK	APP/REG #	APP/REG DATE	CLASS	GOODS	STATUS
IRIDIUM	1,897,555	06/06/95	21, 25	MUGS; CLOTHING, NAMELY CAPS AND T-SHIRTS	Section 8/15 Due 06/06/01
IRIDIUM & Design	1,898,901	06/13/95	16, 18, 25	POSTERS AND CALENDARS; LEATHER BUSINESS CARD HOLDERS; LUGGAGE; CLOTHING, NAMELY SHIRTS AND CAPS	Section 8/15 Due 06/13/2001
IRIDIUM & Design	2,003,451	09/24/96	14	WATCHES AND CLOCKS	Section 8/15 Due 09/24/2002
IRIDIUM & Design	74/549,697	07/15/94	9	TELECOMMUNICATIONS EQUIPMENT, NAMELY SATELLITES, PARTS FOR SATELLITES, GATEWAYS AND SATELLITE STATIONS AND CONTROL APPARATUS THEREFOR; COMPUTER SOFTWARE FOR USE AS AN OPERATING SYSTEM FOR SATELLITES, GATEWAYS, SATELLITE STATIONS AND CONTROL APPARATUS THEREFOR, AND SUBSCRIBER UNITS	Abandoned/ old logo not in use anymore
IRIDIUM & Design	1,980,844	04/21/95	9, 38	TELECOMMUNICATIONS EQUIPMENT, NAMELY GATEWAY AND SATELLITE STATIONS; SUBSCRIBER UNITS, NAMELY HANDHELD MOBILE AND FIXED SUBSCRIBER UNITS; TELECOMMUNICATION SERVICES INCLUDING SPACE CELLULAR TELECOMMUNICATION SERVICES	Section 8/15 Due 06/18/2002
ONE WORLD ONE TELEPHONE	74/695,922	06/30/95	38	TELECOMMUNICATIONS SERVICES, NAMELY, PROVIDING FULL RANGE OF PERSONAL COMMUNICATIONS SERVICES VIA SATELLITE	Abandoned

U.S. TRADEMARKS FOR THE CLIENT IRIDIUM IP LLC (December, 1998)

MARK	APP/REG #	APP/REG DATE	CLASS	GOODS	STATUS
IRIDIUM & Design	74/066,346	06/06/90	9, 38	TELECOMMUNICATIONS EQUIPMENT AND SERVICES AND SPACE BASED CELLULAR COMMUNICATION EQUIPMENT AND SERVICES AND SPACE BASED CELLULAR COMMUNICATION EQUIPMENT AND SERVICES	Abandoned 07/17/94
GLOBALALERT	75/090,064	04/10/96	38	TELECOMMUNICATION SERVICES	Notice of Allowance (8/19/97) SOU or EXT Due: 2/19/99
GLOBALPAGE	75/090,063	04/10/96	38	TELECOMMUNICATION SERVICES	Notice of Allowance (10/14/97) SOU or FOT Due: 4/14/99
GLOBETROTTE R	75/090,067	04/10/96	38	TELECOMMUNICATION SERVICES	Abandoned
IRIDIUM PASSPORT SERVICES	75/088,700	04/10/96	38	TELECOMMUNICATION SERVICES	Pending: SOU or EXT Due: 4/15/99
WORLDALERT	75/088,701	04/10/96	38	TELECOMMUNICATION SERVICES	Pending: SOU or EXT due 3/25/99
WORLDPAGE	75/090,065	04/10/96	38	TELECOMMUNICATION SERVICES	Notice of Allowance (8/19/97) SOU or FOT Due: 2/19/99

U.S. TRADEMARKS FOR THE CLIENT IRIDIUM IP LLC (December, 1998)

MARK	APP/REG #	APP/REG DATE	CLASS	GOODS	STATUS
MACROCELL	75/369,778	10/7/97	9	SATELLITES	Abandoned
IRIDIUM & 7 DOT DESIGN	75/373,985	10/16/97	9, 38	TELECOMMUNICATIONS EQUIPMENT, NAMELY, SATELLITES, GATEWAYS AND SATELLITE STATIONS; SUBSCRIBER UNITS, NAMELY, HAND-HELD MOBILE AND FIXED SUBSCRIBER UNITS, PARTS, AND SOFTWARE FOR THE FOREGOING. TELECOMMUNICATION SERVICES VIA SATELLITE; WIRELESS TELECOMMUNICATIONS SERVICES	Pending
IRIDIUM & 7 DOT DESIGN in ORANGE			9, 38	TELECOMMUNICATIONS EQUIPMENT, NAMELY, TELEPHONES, PAGERS, AND PARTS THEREFOR TELECOMMUNICATION SERVICES, NAMELY, SATELLITE TRANSMISSION SERVICES; WIRELESS VOICE, IMAGE, DATA AND PAGING COMMUNICATION SERVICES	Proposed
MISC 7 DOT DESIGN	75/373,983	10/16/97	9,38	TELECOMMUNICATIONS EQUIPMENT, NAMELY, SATELLITES, GATEWAYS AND SATELLITE STATIONS; SUBSCRIBER UNITS, NAMELY, HAND-HELD MOBILE AND FIXED SUBSCRIBER UNITS, PARTS, AND SOFTWARE FOR THE FOREGOING. TELECOMMUNICATION SERVICES VIA SATELLITE; WIRELESS TELECOMMUNICATIONS SERVICES	Pending

U.S. TRADEMARKS FOR THE CLIENT IRIDIUM IP LLC (December, 1998)

MARK	APP/REG #	APP/REG DATE	CLASS	GOODS	STATUS
MISC 7 DOT DESIGN in ORANGE			9, 38	TELECOMMUNICATIONS EQUIPMENT, NAMELY, TELEPHONES, PAGERS, AND PARTS THEREFOR TELECOMMUNICATION SERVICES, NAMELY, SATELLITE TRANSMISSION SERVICES; WIRELESS VOICE, IMAGE, DATA AND PAGING COMMUNICATION SERVICES	Proposed
IRIDIUM & 7 DOT DESIGN	75/402,317	12/9/97	14, 16, 21, 25	PINS; BAGS; MUGS; T-SHIRTS & HATS	Pending
IRIDIUM & 7 DOT DESIGN	75/522,698	7/21/98	9	TELESCOPE	Pending
FREEDOM TO COMMUNICATE ANYTIME, ANYWHERE	75/522,697	7/21/98	38	TELECOMMUNICATION SERVICES VIA SATELLITE; WIRELESS TELECOMMUNICATIONS SERVICES.	Pending
CALLING PLANET EARTH	75/492,508	5/26/98	9, 38	TELECOMMUNICATIONS EQUIPMENT, NAMELY, SATELLITES, GATEWAYS AND SATELLITE STATIONS; SUBSCRIBER UNITS, NAMELY, HAND-HELD MOBILE AND FIXED SUBSCRIBER UNITS, PARTS AND SOFTWARE FOR THE FOREGOING TELECOMMUNICATION SERVICES VIA SATELLITE; WIRELESS TELECOMMUNICATION SERVICES	Pending

U.S. TRADEMARKS FOR THE CLIENT IRIDIUM IP LLC (December, 1998)

MARK	APP/REG #	APP/REG DATE	CLASS	GOODS	STATUS
INX	75/489,413	5/21/98	9, 38	TELECOMMUNICATIONS EQUIPMENT, NAMELY, SATELLITES, GATEWAYS AND SATELLITE STATIONS; SUBSCRIBER UNITS, NAMELY, HAND-HELD MOBILE AND FIXED SUBSCRIBER UNITS, PARTS AND SOFTWARE FOR THE FOREGOING TELECOMMUNICATION SERVICES VIA SATELLITE; WIRELESS TELECOMMUNICATION SERVICES	Pending
IRIDIUM QUICKSTART	75/515,076	7/8/98	9	COMPUTER SOFTWARE FOR TELECOMMUNICATIONS BILLINGS	Pending
IRIDIUM SPNET	75/515,092	7/8/98	9	COMPUTER SOFTWARE FOR USE IN ACCESSING AND USING THE INTERNET	Pending
ROAM	75/474,368	4/27/98	16	A PERIODICALLY PUBLISHED MAGAZINE	Pending
IRIDIUM WORLD ROAMING SERVICE		8/4/98	38	TELECOMMUNICATIONS SERVICES, NAMELY TELEPHONE SERVICES VIA SATELLITE	Pending

TRADEMARK SECURITY AGREEMENT**(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Iridium IP LLC, a Delaware Limited Liability Company (herein referred to as the "Grantor"), owns and uses the Trademarks and owns the Trademark registrations and applications listed on Schedule 1 annexed hereto (the "Trademarks");

WHEREAS, Iridium Operating LLC ("Operating"), Chase Securities, Inc. and Barclays Bank PLC, The Chase Manhattan Bank, as administrative agent (the "Administrative Agent") and as collateral agent (the "Collateral Agent"), Barclays Bank PLC, as documentation agent, and the lenders thereunder (the "Lenders") are parties to a Senior Secured Credit Agreement, dated as of December 23, 1998 (as the same may be amended and in effect from time to time among said parties and such Lenders as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Pledge and Security Agreement entered into pursuant to the Credit Agreement (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Operating, the Grantor, Iridium Roaming LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, Iridium Capital Corporation, a duly organized corporation validly existing under the laws of the State of Delaware, and Iridium Facilities Corporation, a duly organized corporation validly existing under the laws of the State of Delaware (collectively, the "Subsidiary Guarantors") and The Chase Manhattan Bank, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement), Trademark registrations, together with any reissues, extensions or renewals thereof and Trademark applications whether presently existing or hereafter arising or acquired, together with the goodwill of the business associated with and symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products, services and proceeds thereof, including, without limitation, any and all causes of action which may exist by

reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing by the Grantor under the Credit Agreement;

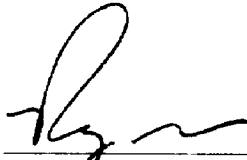
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations (including, without limitation, all renewals of trademark and service mark registrations, and all rights corresponding thereto throughout the world, but excluding any such registration that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral), the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

including the Trademark Collateral listed on Schedule 1, attached hereto.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of December 23, 1998.

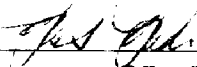
IRIDIUM IP LLC

By: 

Roy Grant
Vice President and Chief
Financial Officer

Acknowledged:

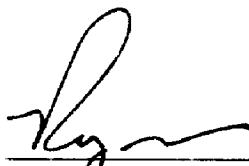
THE CHASE MANHATTAN BANK
as Collateral Agent

By: 

Title: **BRUCE BORDEN**
VICE PRESIDENT

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of December 23, 1998.


IRIDIUM IP LLC

By: 

Roy Grant
Vice President and Chief
Financial Officer

Acknowledged:

THE CHASE MANHATTAN BANK
as Collateral Agent

By: 

Title: **BRUCE BORDEN**
VICE PRESIDENT