

Re MRO R- 4-29-99

12-29-1998

04-29-1999

MERCEK Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings



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at. 101023764

To the Honorable Commissioner of

1. Name of conveying party(ies):

Hughes Communications, Inc.  
Hughes Communications Galaxy, Inc.  
Hughes Communications Satellite Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 5-16-97

2. Name and address of receiving party(ies)

Name: MAGELLAN INTERNATIONAL INC.

Internal Address: \_\_\_\_\_

Street Address: one Pickwick Plaza

City: Greenwich State: CT ZIP: 06830

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,848,728

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Leslie S. Spitalney, Esq.  
Internal Address: Holland & Knight LLP

Street Address: 2100 Pennsylvania Avenue, N.W., Suite 400  
City: Washington State: DC ZIP: 20037

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Carolyn Felter  
Name of Person Signing

Carolyn Felter  
Signature

12/22/98  
Date

Total number of pages including cover sheet, attachments, and document: 7

## ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights is made effective as of May 16, 1997 by HUGHES COMMUNICATIONS, INC., a California corporation ("HCI"), HUGHES COMMUNICATIONS GALAXY, INC., a California corporation ("HCG") and HUGHES COMMUNICATIONS SATELLITE SERVICES, INC., a California corporation ("HCSS") (collectively, "Sellers"), to MAGELLAN INTERNATIONAL, INC., a Delaware corporation ("Buyer").

### RECITALS

1. Buyer and Sellers are parties to that certain Agreement and Plan of Reorganization dated as of September 20, 1996, as amended on April 4, 1997, among Buyer, Sellers, PanAmSat Corporation and certain other subsidiaries of HCI (the "Reorganization Agreement").
2. Sellers own or license the use of certain intellectual property assets (the "Proprietary Rights") that are a part of the Galaxy Assets (as defined in the Reorganization Agreement), including, without limitation, the trademarks and pending applications for trademarks listed on Exhibit A hereto (the "Marks").
3. Subject to the terms and conditions of the Reorganization Agreement, Sellers desire to transfer and assign to Buyer all of their right, title, and interest in and to all of the Proprietary Rights (including the Marks) and the business goodwill symbolized thereby, and Buyer wishes to acquire the same.

### AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, subject to the terms and conditions of the Reorganization Agreement, Sellers hereby assign to Buyer all right, title, and interest in and to the Proprietary Rights (including the Marks) and the goodwill of the business symbolized thereby, and including, without limitation, the United States registrations therefor and all extensions thereto and re-issues thereof and all foreign counterparts thereto, and all claims for damages and/or injunctive relief by reason of past infringement of such Proprietary Rights, by any party or parties, with the right to sue for and collect the same for its own account and use.

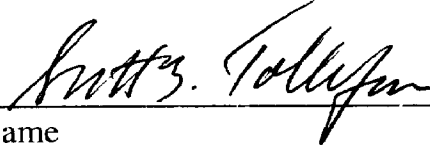
[signature page follows]

IN WITNESS WHEREOF, Sellers have caused this Assignment of Proprietary Rights to be executed by their duly authorized officer effective as of the date first specified above.

HUGHES COMMUNICATIONS,  
INC., a California corporation

HUGHES COMMUNICATIONS  
GALAXY, INC., a  
California corporation

HUGHES COMMUNICATIONS  
SATELLITE SERVICES, INC., a  
California corporation



Name

Title

SCOTT B. TOLLEFSEN  
SENIOR VICE PRESIDENT

EXHIBIT A  
To Assignment of Proprietary Rights

<u>Country</u>	<u>Appl'n No.</u>	<u>Filing Date</u>	<u>Reg'n No.</u>	<u>Reg'n Date</u>	<u>Status</u>
United States	74/371,573	3/24/93	1,848,728	8/9/94	Sec.8 Affidavit due 8/9/2000

WAS1-433846

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles } ss.

On Dec. 1, 1998, before me, Leanne Talmage, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Scott Tolteten,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Leanne Talmage  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment of Proprietary Rights

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

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