

FORM PTO-1594
1-31-92

RE:
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09-18-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 8.17.00
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To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies): **ORBCOMM GLOBAL, L.P.**

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Conditional Assignment of and Security Interest in Trademark Rights
- Merger
- Change of Name

Execution Date: August 8, 2000

2. Name and address of receiving party(ies):

Name: TELEGLOBE HOLDING CORP.
 Internal Address: c/o Corporation Service Center
 Street Address: 1013 Center Road
 City: Wilmington State: DE ZIP: 19805

- 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
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) **See Attached Schedule A**

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.
 Internal Address: Simpson Thacher & Bartlett
 Street Address: 425 Lexington Avenue
 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

[Signature]
Signature

8/16/00
Date

Total number of pages comprising cover sheet: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A**U.S. Trademark Registrations**

| <u>Name of Trademark</u> | <u>Registration/Application No.</u> |
|------------------------------|-------------------------------------|
| TRACSAT | 75/724,605 |
| VANTAGE | 2,308,707 |
| VANTAGE | 2,308,700 |
| SIMPLY EVERYWHERE AND DESIGN | 75/519,528 |
| SIMPLY EVERYWHERE | 2,349,422 |
| ORBMAIL AND DESIGN | 75/733, 948 |
| ORBWEATHER | 2,304,260 |
| ORBCOMM | 75/127,471 |
| ORBCOMM | 2,253,956 |
| ORBCOMM | 1,997,245 |
| CONTROLSAT | 2,335,120 |
| GLOBALGRAM | 2,249,875 |
| JUST WHAT YOU NEED TO KNOW | 2,305,599 |
| LEOSPHERE | 75/645,399 |
| ORB2YOU | 2,309,249 |

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of August 8, 2000 is made by Orbcomm Global, L.P., a Delaware limited partnership (the "Borrower"), in favor of Teleglobe Holding Corp., a Delaware corporation (the "Lender") pursuant to the Bridge Credit Agreement, dated as of August 8, 2000 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement") between the Borrower and the Lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make the Advance to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Security Agreement, dated as of August 8, 2000, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower has pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks, Patents, and Copyrights;

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make the Advance to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, the terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as the case may be.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Lender for the benefit of the Lender to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Borrower for the purpose of recording the conditional assignment and grant of

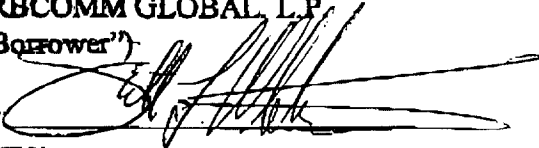
security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORBCOMM GLOBAL LP
("Borrower")

By: 
Name: Scott L. Webster
Title: Chief Executive Officer

By: Teleglobe Mobile Partners
Its General Partner

By: Teleglobe Mobile Investment, Inc.
Its Managing Partner

By: _____
Name: Andre Bourbonnais
Title:

TELEGLOBE HOLDING CORP.
("Lender")

By: _____

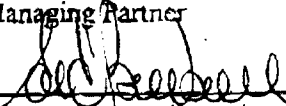
IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ORBCOMM GLOBAL, L.P.
("Borrower")

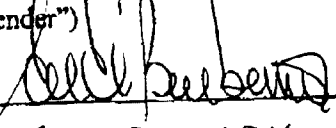
By: _____
Name:
Title: Chief Executive Officer

By: Teleglobe Mobile Partners
Its General Partner

By: Teleglobe Mobile Investment, Inc.
Its Managing Partner

By: 
Name: Andre Bourbonnais
Title: PRESIDENT

TELEGLOBE HOLDING CORP.
("Lender")

By: 
SECRETARY

STATE OF Virginia)
COUNTY OF Loudoun) ss

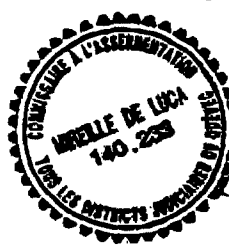
On the 8th day of Aug., 2000, before me personally came Scott L. Webster, who is personally known to me to be the CEO of Orbcomm Global L.P., a Delaware limited partnership; who, being duly sworn, did depose and say that she/he is the CEO in such entity, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the CEO of such entity; and that she/he acknowledged said instrument to be the free act and deed of said entity.

Mary V. Kerk
Notary Public
My Comm. Expires 9-30-00

(PLACE STAMP AND SEAL ABOVE)

STATE OF) MONTREAL
) ss) PROVINCE OF QUEBEC
COUNTY OF)

On the 9th day of AUGUST 2000, before me personally came ANDRE BOURBONNAIS who is personally known to me to be the SECRETARY of Teleglobe Holding Corp., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the SECRETARY in such entity, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the BY-LAWS of such entity; and that she/he acknowledged said instrument to be the free act and deed of said entity.



Michelle De Luca
Notary Public
COMMISSIONER OF OATHS

(PLACE STAMP AND SEAL ABOVE)

STATE OF)
) ss)
COUNTY OF)

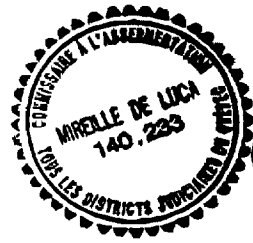
On the ___ day of _____, 2000, before me personally came _____, who is personally known to me to be the _____ of Teleglobe Mobile Partners, a Delaware general partnership; who, being duly sworn, did depose and say that she/he is the _____ in such entity, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the _____ of such entity; and that she/he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF) MONTREAL
) ss) PROVINCE OF QUEBEC
COUNTY OF)

On the 9th day of AUGUST, 2000, before me personally came ANDRE BOURBONNAIS, who is personally known to me to be the PRESIDENT of Teleglobe Mobile Investments, Inc., a DELAWARE corporation; who, being duly sworn, did depose and say that she/he is the PRESIDENT in such entity, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the BY-LAWS of such entity; and that she/he acknowledged said instrument to be the free act and deed of said entity.



Mireille De Luca
COMMISSIONER OF OATHS

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091881-0013-02905-A087FRTU-ASG

RECORDED: 08/17/2000

TRADEMARK
REEL: 002119 FRAME: 0362