FORM PTO-1594
Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents

l original documents or copy thereof.

1-9-01

1. Name of conveying party(ies):

Orbital Sciences Corporation

☐ Individual(s)
☐ General Partnership
☒ Corporation-State
☐ Other

☐ Association
☐ Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Morgan Guaranty Trust Company

Internal Address: of New York

Street Address: 60 Wall Street

City: NY State: NY ZIP: 10260

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ 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

3. Nature of conveyance:

☐ Assignment
☒ Security Agreement
☐ Other

☐ Merger
☐ Change of Name

Execution Date: January 3, 2001

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

A. Trademark Application No.(s)
76/140,343 see attached
76/126,993 Schedule 1

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Tiziana Tabucchi

Internal Address: Davis Polk & Wardwell

Street Address: 450 Lexington Ave

City: NY State: NY ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ 185.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

01/10/2001 AAHMED1 00000111 76140343
01 FC:481 40.00 OP
02 FC:482 25.00 OP
03 FC:484 120.00 OP

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.

Rick Harrison
Name of Person Signing

Rick Harrison
Signature

1/3/01
Date

Total number of pages including cover sheet, attachments, and document: 3

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

SCHEDULE I
to Trademark Security Agreement

ITEM A. TRADEMARKS

PENDING TRADEMARKS APPLICATIONS

Country	Trademark	Serial No.	Filing Date
United States	Delivering Technology That Drives Cities	76/140,343	October 2, 2000
United States	Serving People On The Move	76/126,993	September 11, 2000

ITEM B. TRADEMARK LICENSES

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of January 3, 2001, is made between ORBITAL SCIENCES CORPORATION, a Delaware corporation (the "**Grantor**"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as collateral agent (together with any successor(s) thereto in such capacity, the "**Collateral Agent**") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, Orbital Sciences Corporation, certain banks with their respective successors and assigns, and Morgan Guaranty Trust Company of New York, as collateral agent and administrative agent have entered into an Third Amended and Restated Credit Agreement dated as of December 21, 1998 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of November 30, 1999 (as amended from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the secured obligations of the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the secured obligations of the Grantor, the Grantor does hereby grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing by it:

(a) (I) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Item A of Schedule I attached hereto, (iv) all renewals thereof,

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past or future infringements thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and to the extent required pursuant to Section 5.19(a) of the Credit Agreement or Section 4(B) of the Security Agreement, with corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

TRADEMARK
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SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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. New York Law. This amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

ORBITAL SCIENCES CORPORATION

By _____
Name: Kenneth H. Sunshine
Title: Senior Vice President, Finance, and Treasurer

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Collateral Agent

By _____
Name:
Title:

STATE OF VIRGINIA)
) : ss.:
COUNTY OF Loudoun)

On the 5th day of January, 2001 before me personally came Kenneth H. Sundstrom to me personally known and known to be the person described in and who executed the foregoing instrument as SVP, Treasurer of Orbital Sciences Corporation who being by me duly sworn, did depose and say that he/she is SVP, Treasurer of Orbital Sciences Corporation the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My commission expires:

9/30/04

(NY) 27882/025/SECUR_AGT/orb.trade.ss.wpd

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

ORBITAL SCIENCES CORPORATION

By_____
Name:
Title:

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Collateral Agent

By Renee Toft
Name: Renee Toft
Title: Vice President

TRADEMARK
REEL: 002172 FRAME: 0986

STATE OF NEW YORK)
) : ss.:
COUNTY OF NEW YORK)

On the 4 day of January, 2001 before me personally came Renee Toft, to me personally known and known to be the person described in and who executed the foregoing instrument as Collateral Agent of Morgan Guaranty Trust Company of New York who being by me duly sworn, did depose and say that ~~he~~/she is Vice President of Morgan Guaranty Trust Company of New York the corporation described in and which executed the foregoing instrument; that he/she signed his/her name thereto; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Richard Karkada
Notary Public

My commission expires:

8/26/01

RICHARD KARKADA
Notary Public, State of New York
No. 01KA6029845
Qualified in Richmond County
Commission Expires August 30, 2001

(NY) 27812/025/SECUR. AGT/sub.trade.ai.01.wpd

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