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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
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3.26.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: HUGHES ELECTRONICS CORPORATION

Execution Date Month Day Year: 03 21 2001

Formerly:

75865658

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: a Delaware Corporation

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BOEING COMPANY, THE

DBA/AKA/TA:

Composed of:

Address (line 1): P.O. Box 2515

Address (line 2): 2201 Seal Beach Boulevard

Address (line 3): Seal Beach (City) California (State/Country) 90740-1515 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Citizenship/State of Incorporation/Organization: a Delaware Corporation

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (562) 797-2009

Name Karen S. Miller, Esq.

Address (line 1) BOEING MANAGEMENT COMPANY

Address (line 2) P.O. Box 2515, M/S 110SB-70

Address (line 3) Seal Beach, California 90740-1515

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 14

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75865658					

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed ☐ Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 02-2965

Authorization to charge additional fees: Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Richard C. Seamans	x RCSeamans	x 3/21/01
Name of Person Signing	Signature	Date Signed

EXECUTION COPY

INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (as the same may be amended from time to time, this "Agreement"), dated as of October 6, 2000 ("Effective Date"), among Hughes Electronics Corporation, a Delaware corporation ("HEC"), Hughes Space and Communications Company, a Delaware corporation ("HSC") and The Boeing Company, a Delaware corporation ("Boeing"). HEC, HSC and Boeing are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Hughes Telecommunications and Space Company ("HTS"), a Delaware corporation and parent corporation of HSC, HEC and Boeing are parties to that certain Stock Purchase Agreement dated as of January 13, 2000 (as the same may be amended and supplemented from time to time, the "Purchase Agreement");

WHEREAS, HEC, the parent corporation of HTS, and certain of its Subsidiaries (as defined below) each is the sole and exclusive owner of all right, title and interest in and to certain Intellectual Property (as hereinafter defined) used in the Satellite Business (as defined below);

WHEREAS, HSC is desirous of acquiring all right, title and interest in certain of such Intellectual Property that is used in the Satellite Business, subject to the retention by HEC of a certain limited non-exclusive license under such Intellectual Property to use such Intellectual Property in connection with HEC's and its Subsidiaries' Retained Businesses (as defined below) [and HSC has requested that such transfer be made directly to Boeing]; and

WHEREAS, HSC is desirous of acquiring a non-exclusive license of all such Intellectual Property used in the Satellite Business as to which HSC is not acquiring all right, title and interest.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, HEC and HSC agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings assigned to them below: Except as otherwise set forth herein, capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Purchase Agreement.

1.1 **"Confidential Information"** means, with respect to a Party hereto, any Information originated or disclosed by such Party or its Subsidiaries (it being agreed that HSC and its Subsidiaries shall be deemed to be for the purposes hereof not to be Subsidiaries of HEC and other Subsidiaries of HEC shall be deemed not to be Subsidiaries of HSC) or its business,

including without limitation Trade Secrets of such Party or any other Information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan, or financial or personnel matter relating to such Party, its present or future products, sales, suppliers, customers, employees or business. With respect to all Information exchanged prior to the Closing Date that is not marked "Confidential", "Company Private" or "Proprietary" or words of similar import, such information shall be deemed to "Confidential Information" for the purposes hereof. Information that constitutes or is protected as a Trade Secret that is included in the HSC Intellectual Property shall be deemed Confidential Information of HSC. Similarly, Information that constitutes or is protected as a Trade Secret that is included in the Licensed HEC Intellectual Property shall be deemed Confidential Information of HEC.

1.2 **"Control"** means, with reference to any Software and other technology as to which HEC is not the exclusive owner, the right of HEC or a Subsidiary thereof to grant rights and sublicenses with respect thereto to HSC without violating any obligation owing by HEC or such Subsidiary to the entity that has licensed or sublicensed such Software or other technology to HEC or such Subsidiary; provided that, if a payment of royalties or other consideration to such entity would be required in connection with the exercise of any rights sublicensed by HEC or such Subsidiary to HSC hereunder, such or other technology shall be deemed not to be controlled by HEC or such Subsidiary unless HSC agrees in writing to be responsible for all such royalties and consideration payable to such other entity. If such election is so made by HSC, the relevant Software or other technology will be included in the Licensed HEC Intellectual Property licensed to HSC hereunder.

1.3 **"Excluded HEC Intellectual Property"** means the Intellectual Property owned or Controlled by HEC or any Subsidiary thereof (other than HSC and its Subsidiaries) that is not used or practiced in or was not originated, created or developed in or for the Satellite Business.

1.4 **"HSC Intellectual Property"** means the Intellectual Property owned or Controlled by HEC or any Subsidiary thereof (other than HSC and its subsidiaries) existing on the Closing Date (as defined in the Purchase Agreement) that is used or practiced in or was originated, developed or created in or for the Satellite Business, including without limitation the Patents and invention disclosures identified in Schedule A hereto, but excluding any Excluded HEC Intellectual Property and Licensed HEC Intellectual Property.

1.5 **"HSC Marks"** means the Marks used in connection with the Satellite Business that are identified in Schedule B or Schedule C hereto.

1.6 **"Intellectual Property"** means all rights in, to, or arising under or out of any (i) Patents or invention disclosures; (ii) copyrights or copyright applications and registrations; (iii) Trade Secrets and (iv) all other intellectual or industrial property of any kind or nature, in each case arising under or protected by the laws of any country anywhere the world, but excluding any Marks.

1.7 **"Knowledge"** has the same meaning as defined in the Purchase Agreement.

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1.8 **"Licensed HEC Intellectual Property"** means any Intellectual Property used or practiced in or originated, created or developed in or for the Satellite Business but which is only incidentally used in the Satellite Business and is directly related to or is useful to a more significant degree in the Retained Businesses.

1.9 **"Licensed HEC Invention Disclosures"** means those invention disclosures identified in Schedule D hereto, together with any Trade Secret rights of HEC therein or thereto.

1.10 **"Licensed HEC Patents"** means those Patents identified in Schedule D hereto, including without limitation any patents that issue anywhere in the world in respect of any patent applications identified in Schedule D hereto, and all other Patents owned or Controlled by HEC or any Subsidiary thereof and included in the Licensed HEC Intellectual Property on the Closing Date that, if not licensed by HEC or such Subsidiary to HSC hereunder, would be infringed by HSC making, using, selling, offering to sell, or importing products included within the Satellite Business and currently being made or under development by HSC. If any Patent should issue with claims covering any Licensed HEC Invention Disclosures or any invention conceived, reduced to practice, created, invented, discovered, acquired or made by or on behalf of HEC or any Subsidiary thereof prior to the Closing Date, such Patent shall be deemed to be a Licensed HEC Patent licensed to HSC hereunder.

1.11 **"Licensee Party"** means HSC, with respect to the Licensed HEC Intellectual Property, and HEC, with respect to the HSC Intellectual Property.

1.12 **"Licensor Party"** means HEC, with respect to the Licensed HEC Intellectual Property, and HSC, with respect to the HSC Intellectual Property.

1.13 **"Marks"** mean fictional business names, trade names, trade dress rights, registered and unregistered trademarks and service marks and logos, including any Internet domain names, and applications therefor, and like intellectual property rights.

1.14 **"Party"** means HSC or HEC and **"Parties"** means HSC and HEC, collectively.

1.15 **"Patents"** means all classes or types of patents, utility models and design patents (including, without limitation, originals, divisions, continuations, continuations-in-part, extensions, re-examinations or reissues), and applications for these classes or types of patent rights in all countries of the world.

1.16 **"Retained Businesses"** means the telecommunications and space, information, Internet-related, electronics, entertainment and automotive businesses heretofore conducted by HEC or any of its Subsidiaries (other than HSC and its subsidiaries), including any expanded, but related businesses that are natural extensions of any of the foregoing such businesses, including all products and technology under current research and development, but in all events excluding the Satellite Business.

1.17 **"Satellite Business"** means the business of designing, developing, making, assembling, testing, selling and maintaining satellites, and satellite ground control stations, including without limitation components and subsystems of any of the foregoing, for both commercial customers and government agencies, as such business heretofore has been or is

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currently being conducted by HSC and/or its Subsidiaries, including all products and technology under current research or development, but in all events excluding the Retained Businesses.

1.18 **"Software"** means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (iv) all documentation, including user manuals and training documentation, relating to any of the foregoing, in each case developed by or for, or licensed or made available to, HSC and used in connection with or necessary for the conduct of the Satellite Business.

1.19 **"Subsidiaries of HSC"** means for the purpose of this Agreement, Spectrolab, Inc. and Hughes Electron Dynamics, Inc.

1.20 **"Trade Secrets"** means trade secrets, commercial and technical Information, know-how, engineering, production and other designs, inventions, discoveries, concepts, ideas, methods, processes, drawings, specifications, formulae, and other technology, Software (object and source code), data bases and documentation thereof and other proprietary and confidential information, including customer lists, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by copyrights, mask work rights or Patents.

ARTICLE II

ASSIGNMENT OF HSC INTELLECTUAL PROPERTY

2.1 Assignment of HSC Intellectual Property. Subject to Section 3.1, HEC hereby sells, assigns, transfers and conveys to Boeing, and agrees to cause each of its Subsidiaries other than HSC and the Subsidiaries thereof to sell, assign, transfer and convey to Boeing, as of the Closing Date, all right, title and interest of HEC and such Subsidiaries in and to the HSC Intellectual Property, and to the HSC Marks, together with all appurtenant goodwill relating thereto.

2.2 Further Assurances. Promptly upon the request of HSC, HEC further agrees to execute and deliver, and cause each of its Subsidiaries to execute and deliver, such additional documents and take such other action as may be necessary or desirable to continue, secure, defend, register, confirm, evidence and otherwise give full effect to and to perfect the rights of Boeing and HSC under this Agreement, and hereby authorizes and appoints HSC and grants Boeing full power of attorney to execute, in the name and on behalf of HEC, all such documents necessary to perfect, affirm, record and maintain title in Boeing, its successor, assigns or other legal representatives to any of such HSC Intellectual Property listed on Schedule A or the HSC Marks listed in Schedule B or Schedule C, including all documents necessary to register in the name of Boeing the assignment of (i) each patent, patent application, and invention disclosure identified in Schedule A in the appropriate country or countries, (ii) each trademark, registration and application listed in Schedule B and (iii) each trade name identified in Schedule C.

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2.3 Authorization to Record. HEC hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and each official holding a corresponding position of authority in any country in which HEC owns one or more patent or trademark registrations or has pending one or more patent or trademark applications to issue and to record the title of Boeing as owner of all right, title and interest in and to the patents, patent applications and invention disclosures identified in Schedule A, the trademarks, registrations and applications identified on Schedule B, and, if necessary, the trade names identified in Schedule C.

ARTICLE III

LICENSES

3.1 License Retention by HEC. The assignment of the HEC Intellectual Property to Boeing in Section 2.1 is subject to retention by HEC of an irrevocable, worldwide, perpetual, non-exclusive, nontransferable (except as provided in Section 8.4), royalty-free license, with the right to sublicense to the extent provided in Section 3.3(a), under the HSC Intellectual Property solely in the Retained Businesses:

> to make, have made, use (including operate and maintain), copy, display, perform, import, sell, offer to sell, create derivative works and modifications, distribute or otherwise dispose of, in any manner and to any Person, products and perform or have performed services which incorporate or otherwise use the HSC Intellectual Property, including without limitation to practice any method or process for use in the manufacture of such products or provide or have provided such services except that the foregoing license shall not include any right to use or disclose any HSC Confidential Information to make or have made any products or provide or have provided services (other than operation and maintenance) included within the Satellite Business and until January 1, 2004, shall not include any right under any Patents to make or have made any products or provide or have provided services (other than operation and maintenance) within the Satellite Business.

The Parties agree that the make and have made license retained by HEC hereunder is not intended to cover the manufacturing of any products or the provision of any services included within the Satellite Business for sale to or for the benefit of a third party on a stand-alone basis and is only intended to cover the manufacture of such products for inclusion in larger products or systems or services sold by HEC and its Subsidiaries in the Retained Businesses.

3.2 License Grant by HEC. HEC hereby grants to HSC, and agrees to cause any Subsidiary of HEC (other than HSC or any Subsidiary thereof) that owns or Controls any Licensed HEC Intellectual Property to grant, a worldwide, perpetual, non-transferable (except as provided in Section 8.4), royalty-free license, with the right to sublicense to the extent provided in Section 3.3(b), under the Licensed HEC Intellectual Property:

> to make, have made, use (including operate and maintain), copy, have copied, display, perform, import, sell, offer to sell, create derivative works and

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modifications, distribute or otherwise dispose of, in any manner and to any Person, including without limitation any product included within the Satellite Business and perform or have performed services which incorporate or otherwise use the Licensed HEC Intellectual Property, including without limitation to practice any method or process for use in the manufacture of any such products, excluding in any event any larger products or systems or services of the Retained Businesses (but not excluding operation and maintenance of satellites and satellite ground control stations).

3.3 Sublicenses.

(a) The license of the HSC Intellectual Property retained by HEC in Section 3.1 shall include the right to sublicense Subsidiaries and joint venture partners. Any sublicense agreement entered into by a Party shall be consistent with the terms of this Agreement.

(b) The license of the Licensed HEC Intellectual Property granted by HEC and its Subsidiaries in Section 3.2 shall include the right to sublicense Subsidiaries, joint venture partners and other third parties that are participating in a teaming or other cooperative agreement or arrangement involving the products or technologies of such third parties and HSC or independent contractors that have been engaged by HSC to assist in the design or development of products for HSC or the provision of related services. Any sublicense agreement entered into by a party shall be consistent with the terms of this Agreement.

(c) Notwithstanding Sections 3.3(a) and (b), sublicenses shall be effective only if the permitted sublicensee has agreed in writing to be bound by all of the limitations imposed under this Agreement with respect to Confidential Information and the scope of the license granted hereunder. Upon written request of the Licensor Party, the Licensee Party will give the Licensor Party written notice identifying any Subsidiary or other Person to which the Licensee Party believes a sublicense has been effectively granted by the Licensee Party hereunder. Any sublicense so granted shall be transferable to a purchaser of substantially all of the assets of a sublicensed Subsidiary; provided that such purchaser agrees in writing to be bound by all of the limitations imposed under this Agreement with respect to Confidential Information and the scope of the license granted hereunder.

3.4 Reservation of Rights. All rights not expressly granted by the Parties hereunder are reserved to the parties. Without limiting the generality of the foregoing, the Parties expressly acknowledge that nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses specified in Sections 3.1 and 3.2 hereof and the sublicenses specified in Section 3.3 hereof.

3.5 Inadvertent Omission. Any Intellectual Property that can be demonstrated by any party to have been inadvertently omitted from Schedules A through F of this Agreement shall be deemed included in the HSC Intellectual Property or the Licensed HEC Intellectual Property, as applicable, and the rights and licenses granted hereunder shall apply thereto. Any Intellectual Property that originated in or was first created for the Satellite Business shall be rebuttably presumed to be HSC Intellectual Property. Similarly, any Intellectual Property that originated

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outside of or was not first created for the Satellite Business shall be rebuttably presumed to not be Licensed HEC Intellectual Property or HSC Intellectual Property.

3.6 Pre-Existing Licenses to Third Parties. The licenses retained or granted in Sections 3.1 or 3.2 are subject to all pre-existing licenses and rights granted to third parties.

3.7 Third Party Licensed Intellectual Property. The Parties will cooperate reasonably with each other to obtain such consents as may be required (i) to transfer to HSC any Software and technology that is owned by a third party and included in the HSC Intellectual Property and (ii) to sublicense or otherwise make available for use by the Licensee Party any rights in Software or other technology licensed by a third party that are included in the Intellectual Property licensed by the Licensor Party to the Licensee Party pursuant to Section 3.1 and Section 3.2, respectively.

3.8 Relationship to Contracts. Notwithstanding the provisions of this Agreement, the rights and licenses (including any noncompete provisions) provided for in the HSC contracts for Panamsat, Thuraya, Spaceway and DirecTv "local into local", as included on the schedules to the Purchase Agreement, shall apply to Intellectual Property specifically covered by those contracts.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES; DISCLAIMER

4.1 HEC represents and warrants to HSC that HEC and its Subsidiaries each has the requisite power and authority to assign and transfer to HSC the HSC Intellectual Property and to grant to HSC the license of the Licensed HEC Intellectual Property granted to HSC pursuant to this Agreement.

4.2 SUBJECT TO THE EXPRESS WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT, EACH LICENSOR PARTY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE INTELLECTUAL PROPERTY LICENSED BY IT HEREUNDER, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE EXPRESS REPRESENTATIONS OF HEC SET FORTH ABOVE IN THIS ARTICLE FOUR, EACH LICENSOR PARTY IS LICENSING INTELLECTUAL PROPERTY LICENSED HEREUNDER, ON AN "AS IS" BASIS AND EACH HEREBY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED TECHNOLOGY, ANY DERIVATIVE WORKS THEREOF, OR

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ANY CONFIDENTIAL INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE V

PROTECTION AND ENFORCEMENT; NON-IMPAIRMENT

5.1 Prosecution.

(a) HEC agrees to maintain in force all issued patents included in the Licensed HEC Patents on Schedule D (each a "Covered HEC Patent") and to diligently prosecute all patent applications included in the Licensed HEC Patents (each a "Covered HEC Patent Application"), all at the sole cost and expense of HEC. The drafting, filing, and prosecution of any Covered HEC Patent Application shall be HEC's responsibility and shall be carried out by it in its reasonable discretion. Notwithstanding the foregoing, if HEC elects to allow any of the Licensed HEC Patents to lapse or become otherwise abandoned or forfeited, HEC will reasonably endeavor to notify Boeing of its intention to do so at least sixty (60) days prior to the date on which the applicable Licensed HEC Patent is due to lapse or become abandoned or forfeited. Boeing shall have the right to assume control of the applicable Licensed HEC Patent at its own expense by providing HEC written notice to such effect prior to the date such Licensed HEC Patent lapses or otherwise becomes abandoned or forfeited. If Boeing elects to assume control of the applicable Licensed HEC Patent pursuant to this Section 5.1(a), then HEC shall, at Boeing's expense, assign to Boeing its entire right, title and interest, legal and equitable, to the applicable Licensed HEC Patent, subject to retention of a license of the same scope as that retained by HEC in Section 3.1.

(b) Boeing shall be under no obligation to: (a) obtain patent protection for the inventions disclosed in the patent applications or invention disclosures included as part of the HSC Intellectual Property; (b) maintain any patents included in the HSC Intellectual Property; (c) obtain or maintain any copyrights or mask works included in the HSC Intellectual Property; or (d) obtain or maintain any other HSC Intellectual Property.

(c) Each Party shall cooperate with the other party in the filing, prosecution, maintenance or other attempts to protect its Intellectual Property including, without limitation, by executing those documents as each party may require from time to time to ensure that all right, title and interest in and to the Intellectual Property continues to reside with such Party.

ARTICLE VI

TERM

6.1 Term. This Agreement shall commence upon the Closing Date and continue in perpetuity; provided that the terms hereof shall not apply to any issued Patent included in the Licensed HEC Intellectual Property or the HSC Intellectual Property that has expired or lapsed.

6.2 Termination. This Agreement and each license granted hereunder shall not be terminable by Licensor Party and the rights granted under this Agreement shall continue in full force and effect, notwithstanding any material breach of any term hereof by a Licensee Party. In

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the event of a breach of any term of this Agreement by a Licensee Party or a Licensor Party (the breaching party being referred to as the "Breaching Party"), the other Party (the "Non-Breaching Party") may bring any action against the Breaching Party and may seek any and all relief and remedies, including damages (including monetary, punitive or enhanced damages), injunctive relief and equitable relief.

ARTICLE VII

CONFIDENTIALITY

7.1 Confidential Information.

(a) Each Party shall maintain in confidence all Confidential Information disclosed to it by the other Party; provided that, in the case of the Confidential Information included in or protected by the HSC Intellectual Property, HEC shall maintain in confidence such Confidential Information as though HSC initially disclosed such Confidential Information to HEC. Similarly, in the case of the Confidential Information included in or protected by the Licensed HEC Intellectual Property, HSC shall maintain in confidence such Confidential Information as though HEC initially disclosed such Confidential Information to HSC. The receiving Party shall not disclose or make available to any third party such Confidential Information except for disclosure to such Party's employees, vendors, contractors, Subsidiaries and representatives only to the extent necessary to enable such Party to exercise its rights hereunder or as otherwise expressly authorized by this Agreement. To the extent that disclosure is authorized by this Agreement, the receiving Party will obtain prior agreement from its employees, agents or consultants or other permitted third party recipients not already bound by a fiduciary or contractual duty or obligation of confidentiality to whom disclosure is to be made to hold in confidence and not make use of such information for any purpose other than those permitted or contemplated by this Agreement. The receiving Party will use at least the same standard of care as it uses to protect its own most confidential information and will take all reasonable steps to ensure that such employees, agents or consultants do not disclose or make any unauthorized use of such Confidential Information. The receiving Party will promptly notify the disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information of the disclosing Party. With respect to all information exchanged after the Closing Date, such information must be marked with an appropriate proprietary legend, or identified as proprietary within a reasonable time after disclosure, in order to be protected as Confidential Information hereunder.

7.2. Exceptions. The obligations of confidentiality contained in Section 7.1 will not apply to the extent that it can be established by the receiving Party by competent proof that such Confidential Information:

(a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;

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(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;

(d) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the disclosing Party not to disclose such information to others.

7.3 No Derogation of License Rights. Notwithstanding any obligations of confidentiality imposed on a Licensee Party hereunder with respect to Confidential Information of a Licensor Party, nothing herein or any other agreement between the Parties shall prohibit a Licensee Party from using Confidential information of a Licensor Party to the extent permitted by this Agreement or from disclosing Confidential Information of a Licensor Party to the extent reasonably necessary in connection with the exercise of any of the license rights granted to such Licensee Party hereunder.

ARTICLE VIII

MISCELLANEOUS

8.1 Notices. All notices or other communications hereunder shall be in writing, signed by the party providing such notice, and shall be considered properly given or made and shall be deemed to have been duly given on the date of delivery, when delivered personally or transmitted and received by telecopier/facsimile transmitter, receipt acknowledged or confirmed during normal business hours, or in the case of registered or certified mail, return receipt requested, postage prepaid, on the date shown on such return receipt.

Any notices to HEC shall be sent as follows (or to such other address as HEC may specify in writing to HSC):

Hughes Electronics Corporation
200 North Sepulveda Boulevard
Los Angeles, CA 90245
Attention: Roxanne S. Austin
Telecopy No.: (310) 322-1841

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Frederick S. Green, Esq.
Telecopy: (212) 310-8133

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Any notices to HSC shall be sent as follows (or to such other address as HSC may specify in writing to HEC):

Hughes Space and Communications Company
2260 East Imperial Highway
El Segundo, CA 90245
Attention: Chris Stephens
Telecopy No.: (310) 364-8383

Any notices to Boeing shall be sent as follows (or to such other address as Boeing may specify in writing to HEC):

The Boeing Company
775 East Marginal Way South
Seattle, Washington 98188
Attention: James C. Johnson
Telecopy No.: (206) 544-4900

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

8.3 Relationship of the Parties. Neither Party shall have any power or express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party in any manner whatsoever, including to any other contract, agreement or undertaking with any third party. This Agreement will have no force and effect, and the HSC Intellectual Property and the Licensed HEC Intellectual Property, as the case may be, shall not be deemed to have been licensed, if the Purchase is not consummated.

8.4 Assignment and Transfer.

(a) This Agreement, the license rights granted to HEC hereunder, and the license rights granted to HSC hereunder, are personal and shall not in any manner whatsoever be assigned, hypothecated, mortgaged, divided or otherwise encumbered by HEC or HSC, as the case may be, to or with any other person or entity without HEC's or HSC', as the case may be, prior written approval (it being understood that, unless otherwise agreed in writing, no such assignment shall release the assigning party from any of its obligations or liabilities hereunder). Notwithstanding the foregoing and Sections 3.1 and 3.2, such licenses may be transferred or sublicensed to facilitate a merger, acquisition or divestiture or to a purchaser of substantially all of the assets of the portion of the business to which the license pertains, subject to the other restrictions and provisions of this Agreement. Any attempted assignment in violation of the provisions hereof shall be void ab initio and the assignee shall obtain no rights by reason thereof.

(b) This Agreement and the provisions hereof shall be binding at all times upon and inure to the benefit of the parties, their successors and permitted assigns.

8.5 Severability. In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent

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jurisdiction or a qualified arbitrator or other person involved any dispute resolution procedure applicable to the Parties, the validity, legality and enforceability of the remaining provisions contained herein and other applications thereof shall not in any way be diminished.

8.6 Entire Agreement; Amendments. This Agreement and the Purchase Agreement constitute the entire agreements of the parties, and supersede all other pre-existing agreements, with respect to the matters expressly provided for in this Agreement. This Agreement may be amended or modified only by mutual agreement in writing signed by authorized representatives of both parties.

8.7 Remedies. The parties' rights and remedies pursuant to this Agreement shall, subject to the provisions hereof, be cumulative and nonexclusive of any other rights and remedies which they may have pursuant to any other agreement, by operation of law, or otherwise.

8.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

8.9 Descriptive Headings. The section and clause headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.10 Order of Precedence. The parties agree that if any terms of this Agreement conflict with terms in the Purchase Agreement, the terms of this Agreement shall govern with respect to the resolution of such conflict.

8.11 Force Majeure. In the event that either party shall be rendered wholly or partially unable to carry out its obligations under this Agreement by reasons or causes beyond its control, including but not limited to war (whether or not declared), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, act of any government or any agency or subdivision thereof, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake or other act of God, which could not be reasonably expected to be avoided, or new laws or regulations forbidding or limiting the execution of this Agreement, then the performance of either party or both parties, as they are affected by such cause, shall be excused during the continuance of any inability so caused, but such inability shall be remedied with all reasonable dispatch.

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IN WITNESS WHEREOF, HEC, HSC and Boeing have each caused this Agreement to be duly signed and delivered to the other party.

HUGHES SPACE AND COMMUNICATIONS COMPANY

By: _____

Title: Sr Vice President

HUGHES ELECTRONICS CORPORATION

By: _____

Title: Sr Vice President and CFO

THE BOEING COMPANY

By: _____

Title: Controller

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SCHEDULE B

[redacted]	[redacted]	[redacted]	TM NO.	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER
T 20050	A AND DESIGN	UNITED STATES	T99081	5-18-99	75/708648	PENDING	PENDING
T 20052	CLEARSKY	UNITED STATES	T99037	4-15-99	75/682811	PENDING	PENDING
T 20051	COCS	UNITED STATES	T200124	6-9-2000	76/067558	PENDING	PENDING
T 20053	CUSTOMER OPERATIONS SUPPORT CENTER	UNITED STATES	T200125	6-9-2000	76/067599	PENDING	PENDING
T 20054	HI-DAMA	UNITED STATES	T200037	3-29-2000	76/013451	PENDING	PENDING
T 20055	HS	UNITED STATES	T99210	11-22-99	75/855929	PENDING	PENDING
T 20056	HS 376	UNITED STATES	T99206	11-22-99	75/855931	PENDING	PENDING
T 20057	HS 601	UNITED STATES	T99207	11-22-99	75/855926	PENDING	PENDING
T 20058	HS 702	UNITED STATES	T99208	11-22-99	75/855932	PENDING	PENDING
T 20059	SYSTEMS A STEP AHEAD	UNITED STATES	T99082	05-20-99	75/709795	PENDING	PENDING
T 20061	SEÑALA	UNITED STATES	T99223A	12-17-99	75/876429	PENDING	PENDING
T 20062	SENALA	UNITED STATES	T99223	12-20-99	75/874993	PENDING	PENDING
T 20064	SEÑALA	ARGENTINA	T99214	12-22-99	2258603	PENDING	PENDING
T 20063	SEÑALA	BRAZIL	T99214	12-21-99	822306786	PENDING	PENDING
T 20065	SEÑALA	CHILE	T99214	12-22-99	470929	PENDING	PENDING
T 20060	WHITESTAR	UNITED STATES	T98023	09-04-98	75/548963	PENDING	PENDING
T 20066	XIPS	UNITED STATES	T99209	12-06-99	75/865658	PENDING	PENDING