

01-07-2002



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Form PTU-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Comsat Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State District of Columbia
- Other _____

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

2. Name and address of receiving party(ies)

Name: ViaSat, Inc.

Internal

Address: _____

Street Address: 6155 El Camino Real

City: Carlsbad State: Ca Zip: 92009

- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Correction (see attached)

Execution Date: _____

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

A. Trademark Application No.(s)

76/196,222

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Daniel Scott Schecter

Internal Address: Latham & Watkins

Street Address: 633 West Fifth Street

Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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

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.

Rachel Pinto

Name of Person Signing

Signature

11-29-01

Date

Total number of pages including cover sheet, attachments, and document: 9

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

01/07/2002 6TGM11 00000045 76196222

01 FC:481

40.00 OP

TRADEMARK
REEL: 002417 FRAME: 0322

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 27th day of July 2001, by and between COMSAT CORPORATION, a Lockheed Martin Global Telecommunications company and a District of Columbia corporation ("Assignor") and VIASAT, INC., a Delaware corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to all of the trademarks, trademark registrations and applications for trademark registration set forth on Schedule A annexed hereto and made a part hereof; and

WHEREAS, pursuant to the terms of an Asset Purchase Agreement, dated as of July 13, 2001, by and among Assignor and Assignee, Assignor has agreed, among other things, to transfer to Assignee said trademarks, registrations and applications for registration, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the trademarks, trademark registrations and applications for trademark registration set forth on Schedule A hereto, together with the goodwill of the business associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto (all of the foregoing being collectively referred to as the "Trademarks").

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date above written.

COMSAT CORPORATION

By: _____
Name:
Title:

VIASAT, INC.

By: *M J Mark*
Name: *Vice President - Administration*
Title: *General Counsel & Secretary*

STATE OF _____ :
COUNTY OF _____ :

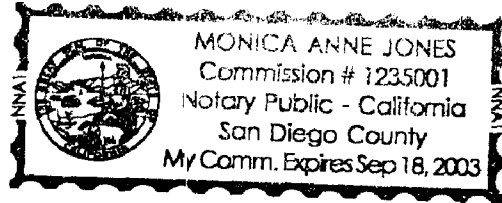
On the ____ day of _____, 2001, before me personally came _____, to me known (or satisfactorily proven), who being by me duly sworn, did depose and say that he is the _____ of COMSAT Corporation, the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Trademark Assignment on behalf of said corporation.

_____(SEAL)
Notary Public

STATE OF California :
COUNTY OF San Diego :

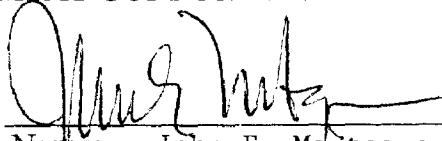
On the 27th day of July, 2001, before me personally came Gregory D. Monahan, to me known (~~or satisfactorily proven~~), who being by me duly sworn, did depose and say that he is the VP. Administration, General Counsel & Secretary of ViaSat, Inc., the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Trademark Assignment on behalf of said corporation.

[Signature] (SEAL)
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date above written.

COMSAT CORPORATION

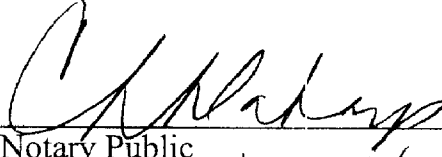
By: 
Name: John E. Montague
Title: Vice President and
Chief Financial Officer

VIASAT, INC.

By: _____
Name:
Title:

STATE OF MARYLAND :
COUNTY OF MONTGOMERY :

On the 27th day of July, 2001, before me personally came
JOHN MONTAGUE, to me known (or satisfactorily proven), who being by
me duly sworn, did depose and say that he is the CHIEF FINANCIAL OFFICER of
COMSAT Corporation, the corporation described in, and which executed the foregoing
instrument, and that he was fully authorized to execute this Trademark Assignment on behalf of
said corporation.


Notary Public (SEAL)
exp 6/29/05

STATE OF _____ :
COUNTY OF _____ :

On the ____ day of _____, 2001, before me personally came
_____, to me known (or satisfactorily proven), who being by
me duly sworn, did depose and say that he is the _____ of
ViaSat, Inc., the corporation described in, and which executed the foregoing instrument, and that
he was fully authorized to execute this Trademark Assignment on behalf of said corporation.

Notary Public (SEAL)

SCHEDULE A

Trademarks

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REGISTRATION OR APPLICATION NUMBER</u>
LINKWAY 2000	U.S.	Registered on December 12, 2000	No. 2,412,810
LINKWAY	U.S.	Registered on September 12, 2000. Registration cancelled by Trademark Office due to pending Opposition to Registration filed by Computing Solutions, Inc., owner of the registered mark Linkway for computer software in International Class 9. Application for Registration continues and Opposition Proceeding Continues.	No. 75/822,414
<i>linkway.IP</i>	U.S.	Application pending; filed on July 10, 2001	No. 76/282,664
Flexiqueue	U.S.	Application pending; filed on August 11, 2000	No. 76/107,439
LINKSTAR	U.S.	Application filed; awaiting number	No. 76,196,122
LINKWAY	European Community	filed on September 10, 1999; Notice of Opposition filed by Computing Solutions, Inc.; Opposition Proceeding in process	No. 1304856
LINKWAY	Canada	filed on September 8, 1999; pending	No. 1028145
LINKWAY	India	filed on September 13, 1999; awaiting number; pending	
LINKWAY	Israel	Registered on September 21, 1999	No. 130863
LINKWAY	Japan	filed on September 30, 1999; pending	No. H11-88893
LINKWAY	South Korea	filed on October 2, 1999; published for opposition	No. 36924/99
LINKWAY	Taiwan	filed on September 10, 1999; published for opposition	No. 88045390