03-28-2002

Form PTO-1594 R

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

Tab settings ⇨ ⇨ ⇨

102034409

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):

Orbital Sciences Corporation
21839 Atlantic Boulevard
Dulles, VA 20166

3.9.02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as Agent

Internal Address:

Street Address: 1000 Abernathy Rd NE, Ste 1450

City: Atlanta State: GA Zip: 30328

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State California
- [ ] 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
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 03/01/02

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

A. Trademark Application No.(s) See attached Schedule

B. Trademark Registration No.(s) See attached Schedule

Additional number(s) attached [x] Yes [ ] No

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

Name: Jessica Piotrowski

Internal Address: Corporate Paralegal

Street Address: 600 Peachtree Street, NE, Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....$ 440.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Jessica Piotrowski
Name of Person Signing

Signature

03/08/01
Date

Total number of pages including cover sheet, attachments, and document: 33

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

03/27/2002 TDIAZ1 00000054 1889451

01 FC:481 40.00 OP
02 FC:482 400.00 OP

Schedule to
Trademark Recordation Form Cover Sheet

Conveying Parties: Orbital Sciences Corporation
Receiving Party: Foothill Capital Corporation, as Agent

Trademark Registration No.(s)
1,889,451
2,139,427
2,136,126
1,672,809
2,264,116
1,345,713
1,604,510
1,605,972
1,605,426
1,604,987
1,793,206
1,324,350
2,226,434

Trademark Application No.
74/294,643 *
75/081,396
76/140,343
76/126,993

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of March 1, 2002, by and between **ORBITAL SCIENCES CORPORATION**, a Delaware corporation (the "Pledgor"), and **FOOTHILL CAPITAL CORPORATION**, as agent (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Pledgor, the Agent, and the lenders party thereto from time to time (the "Lenders"), the Lenders have agreed to make certain loans and other financial accommodations to the Pledgor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make loans and other financial accommodations to the Pledgor as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Pledgor shall have executed and delivered this Agreement, in order to secure the payment or performance (as applicable) of all covenants, agreements, liabilities and all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of the Pledgor under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement);

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

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3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in the entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Agent, for the benefit of the Lender Group, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all extensions and adjustments thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of the Pledgor's business symbolized by the foregoing and connected

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therewith, and (E) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits; and

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether the Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically.

5. Restrictions on Future Agreements. The Pledgor shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, that is inconsistent with this Agreement, and the Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, that would in any material respect adversely affect the validity or enforcement of the rights transferred to the Agent on behalf of the Lender Group under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Trademarks, Copyrights, Patents and Licenses. The Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 (as updated by Borrower pursuant to this Paragraph 6 from time to time) include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Pledgor, (b) the Patents listed on Schedule 2 (as updated by Borrower pursuant to this Paragraph 6 from time to time) include all of the patents and patent applications now owned or held by the Pledgor, (c) the Copyrights listed on Schedule 3 (as updated by Borrower pursuant to this Paragraph 6 from time to time) include all of the copyright registrations now owned or held by the Pledgor, (d) the Licenses listed on Schedule 4 (as updated by Borrower pursuant to this Paragraph 6 from time to time) include all of the patent, trademark or copyright license agreements under which the Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests in such Trademarks, Patents, Copyrights or Licenses have been granted by the Pledgor to any Person other than the Agent for the benefit of the Lender Group and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trade names, registered trademarks, trademark applications, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of

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any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). On such periodic basis as the Agent shall reasonably require and in any event no less frequently than quarterly, on the thirtieth (30) day after the end of each quarter, the Pledgor shall give to the Agent a report of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. The Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. The Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under Paragraph 16 or pursuant to any Loan Document shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lenders to the Pledgor.

8. Further Assignments and Security Interest. The Pledgor agrees (a) not to sell or assign any of its interests in, or grant any license under, the Trademarks, Copyrights or Patents without the prior written consent of the Agent, and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the conditions for termination of security interests and Liens set forth in Section 3.5 of the Loan Agreement have been satisfied. The Agent shall have the sole responsibility for recording this Agreement, and any amendments to this Agreement to add new collateral pursuant to Paragraph 6, with the appropriate Patent and Trademark Offices and Copyright Offices and other governmental authorities, as applicable, in each case, at

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Pledgor's expense. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Agent or the Lenders, or any of them, pursuant to this Agreement.

10. Duties of the Pledgor. The Pledgor shall have the duty, to the extent desirable in the normal conduct of the Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. The Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of the Pledgor's business without the prior written consent of the Agent, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. Neither the Agent nor any other Lender shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Obligations secured hereby.

11. Indemnification by the Pledgor. The Pledgor hereby agrees to indemnify and hold harmless the Agent and each other Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Agent or any other Lender in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by the Pledgor or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, such Person to be indemnified is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement and the Loan Agreement and the repayment of the Obligations.

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12. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Agent shall commence any such suit, the Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

13. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent, and directed to the Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) The Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Pledgor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to any Person, and

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(iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Agent deems in its best interest for the payment of the Obligations. The Pledgor hereby ratifies all actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney-in-fact is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or any other Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Agent to exercise any of its remedies or rights under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, the Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon the Pledgor and its successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to agreements made and to be performed in New York, without regard to the conflicts of laws provisions thereof.

19. Notices. All notices or other communications hereunder shall be given in the manner set forth in the Loan Agreement and to the addresses set forth in the Loan Agreement if to the Agent or to the Pledgor.

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20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

22. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to the Agent for the benefit of itself and the Lender Group, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Agent for the benefit of itself and the Lender Group.

23. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Pledgor and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgor and the Agent.

24. Effectiveness. This Agreement shall become effective on the day and year first written above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGOR:

ORBITAL SCIENCES CORPORATION,
a Delaware corporation

By: Michael R. Wilson
Name:
Title:

Sworn to and subscribed before me this 12 day of March, 2002

Julie Browning
NOTARY PUBLIC
My Commission Expires:

JULIE BROWNING
NOTARY PUBLIC, State of New York
No. 01BR6015043
Qualified in Queens County
Commission Expires Oct. 19, 20 02

AGENT:

FOOTHILL CAPITAL CORPORATION,
a California corporation

By:
Name:
Title:

Sworn to and subscribed before me this ____ day of _____, 2002

NOTARY PUBLIC
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGOR:

Sworn to and subscribed
before me this____ day
of _____, 2002

ORBITAL SCIENCES CORPORATION,
a Delaware corporation

By:_____
Name:_____
Title:_____

_____
NOTARY PUBLIC
My Commission Expires:

AGENT:

Sworn to and subscribed
before me this ____ day
of _____, 2002

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: Thomas E. Lane
Name: Thomas E. Lane
Title: Vice President

see attached
_____
NOTARY PUBLIC
My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 1, 2002 (DATE), before me, Suzanne Witkowsky, Notary Public (NAME, TITLE OF OFFICER, E.G. JANE DOE, NOTARY PUBLIC)
personally appeared Thomas E. Lane (NAMES OF SIGNER(S))

[x] personally known to me - **OR** [ ] 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.

SUZANNE WITKOWSKY
Commission # 1175135
Notary Public - California
Los Angeles County
My Comm. Expires Mar 1, 2002

Witness my hand and official seal.

Suzanne Witkowsky
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

___ INDIVIDUAL

_x_ CORPORATE OFFICERS Vice President (TITLE(S))

___ PARTNERS ( ) LIMITED ( ) GENERAL

___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):
Foothill Capital Corporation

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

TITLE OR TYPE OF DOCUMENT
Intellectual Property Security Agreement

NUMBER OF PAGES _____

DATE OF DOCUMENT March 1, 2002

SIGNER(S) OTHER THAN NAMED ABOVE:
Orbital Sciences Corporation

SCHEDULE 1

Current Trademarks and Trademark Applications

REGISTERED TRADEMARKS

Trademark	Country	Registration No.	Registration Date
GREENSTAR	United States	1,889,451	April 11, 1995
INFOTRACK	United States	2,139,427	February 24, 1998
SMARTKIOSK	United States	2,136,126	February 10, 1998
BRINGING THE BENEFITS OF SPACE	United States	1,672,809	January 21, 1992
EYEGLASS	France	94/524085	December 2, 1994
EYEGLASS	Saudi Arabia	348/25	April 30, 1997
EYEGLASS	Taiwan	76395	July 16, 1995
ORBITAL	United States	2,264,116	July 27, 1999
OSC	United States	1,345,713	July 2, 1985
PEGASUS	Australia	A514569	May 19, 1992
PEGASUS	Canada	402157	September 4, 1992
PEGASUS	France	154165	July 17, 1989
PEGASUS	Germany	1154666	February 20, 1990
PEGASUS	India	513455	January 15, 1996
PEGASUS	Indonesia	270525	January 17, 1992
PEGASUS	Israel	73002	August 11, 1993
PEGASUS	Italy	570536	July 17, 1989
PEGASUS	Italy	783080	June 1, 1999
PEGASUS	Japan	2687884	July 29, 1994
PEGASUS	Russian Federation	90509	July 17, 1989
PEGASUS	United Kingdom	1391677	February 15, 1991
PEGASUS	United Kingdom	1391678	April 10, 1992
PEGASUS	United States	1,604,510	July 3,1990

Trademark	Country	Registration No.	Registration Date
PEGASUS	United States	1,605,972	July 10, 1990
PEGASUS (& Design)	France	1,545,164	July 17, 1989
PEGASUS (& Design)	United States	1,605,426	July 10, 1990
PEGASUS (& Design)	United States	1,604,987	July 3, 1990
TAURUS	United States	1,793,206	September 24, 1993
TOS	United States	1,324,350	March 12, 1985
TMS	United States	2,226,434	February 23, 1999

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PENDING TRADEMARK APPLICATIONS

Trademark	Country	Serial No.	Filing Date
SMARTTRACK	United States	74/294,643	July 16, 1992
SMARTTRACK JR.	United States	75/081,396	April 1, 1996
DELIVERING TECHNOLOGY THAT DRIVES CITIES	United States	76/140,343	October 2, 2000
SERVING PEOPLE ON THE MOVE	United States	76/126,993	September 11, 2000

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TRADEMARK APPLICATIONS IN PREPARATION

Trademark	Country	Docket No.	Expected Filing Date	Products/Services
ORBITAL	United States			
ORBITAL ENTERPRISES	United States			
ORBITAL SYSTEMS	United States			
ORBLINK	United States			
ORBITAL (& Design)	United States			
OSC	United States			

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TRADEMARK LICENSE

Trademark	Country/ Territory	Licensor	Licensee	Effective Date	Expiration Date

SCHEDULE 2

Patents

Orbital

INTELLECTUAL PROPERTY SCHEDULE

Title	Patent No.	Issue Date	Inventor	County
Asset Monitoring System and Associated Method	5,917,433	June 29, 1999	Sharon A. Keillor Frederick Michael Weaver	United States
Battery Charge Control Method	5,834,923	November 10, 1998	Lewin Tandler	United States
GPS Triggered Automatic Annunciation for Vehicles	5,808,565	September 15, 1998	David M. Matta Andrew M. Kissel	United States
Method and System for Formation Keeping Between Orbiting Spacecraft by Varying their Ballistic Coefficients	5,806,801	September 15, 1998	Burgess Evans Steffy	United States
Deployable Helical Antenna	5,721,558	February 24, 1998	Walter Holemans	United States
Self-Latching Hinge	5,715,573	February 10, 1998	Walter M. Holemans	United States
Flexible Feed Line for an Antenna Systems	5,668,565	September 16, 1997	Robinson	United States
Axially Arrayed Helical Antenna	5,587,719	December 24, 1996	Steffy	United States
Axially Arrayed Helical Antenna	0666613	October 24, 2001	Steffy	European Patent Office
Axially Arrayed Helical Antenna	69523352.1	October 24, 2001	Steffy	Germany
Axially Arrayed Helical Antenna	0666613	October 24, 2001	Steffy	United Kingdom
Axially Arrayed Helical Antenna	0666613	October 24, 2001	Steffy	France
Shear Viscous Damped Hinge	5,546,632	August 20, 1996	Curtin Robinson	United States

Title	Patent No.	Issue Date	Inventor	County
Method for Making an Explosive Separation System	5,535,502	July 16, 1996	Harris	United States
Vehicle Tracking and Security System	5,223,844	June 29, 1993	John P. Mansell William M. Riley	United States
Method and Apparatus for Deploying a Satellite Network	5,199,672	April 6, 1993	Beidleman King	United States
Majority Vote Sequencer	4,799,140	January 17, 1989	Dietz Johnson	United States
PAD Apparatus for Supporting a Payload in a Cradle Apparatus of a Space Vehicle	4,789,118	December 6, 1988	Byers	United States
Cradle Apparatus for Supporting Payloads in a Space Vehicle	4,776,539	October 11, 1988	Byers McCandless Salt	United States
Relay Control System	4,939,438	July 3, 1990	Burtzlaff Tillman	United States
Mobile Buildup Apparatus for Transporting, Supporting and Protecting Space Vehicle Payloads	4,771,998	September 20, 1988	Rogge Ross	United States
Reconfigurable Standard Switch Panel	4,685,029	August 4, 1987	Tillman	United States
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	250374	March 5, 1997	Elias	Argentina
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	612549	November 28, 1991	Elias	Australia

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Title	Patent No.	Issue Date	Inventor	County
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	PI8906384	December 26, 1995	Elias	Brazil
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	1330071	June 7, 1994	Elias	Canada
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	89101328.8	November 24, 1994	Elias	China
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	93100303.2	October 8, 1995	Elias	China
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	68916502.1	June 29, 1994	Elias	Germany
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	8901507	March 27, 1990	Elias	Spain
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	0364569	June 29, 1994	Elias	France

TRADEMARK
REEL: 002470 FRAME: 0573

Title	Patent No.	Issue Date	Inventor	County
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	0364569	June 29, 1994	Elias	United Kingdom
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	89577	February 27, 1994	Elias	Israel
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	174774	August 11, 1995	Elias	India
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	0364569	June 29, 1994	Elias	Italy
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	2647220	May 9, 1997	Elias	Japan
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	163020	September 2, 1998	Elias	Korea

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Title	Patent No.	Issue Date	Inventor	County
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	2026798	January 20, 1996	Elias	Russian Federation
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	4,901,949	February 20, 1990	Elias	United States
Rocket-Powered, Air-Deployed, Lift-Assisted Booster Vehicle for Orbital, Supraorbital and Suborbital Flight	US89/00867	March 8, 1989	Elias	International Register
Frangible Joint Separation System	93119643.4	October 21, 1998	Harris	China
Frangible Joint Separation System	0596400	December 30, 1998	Harris	European Patent Office
Frangible Joint Separation System	0596400	December 30, 1998	Harris	France
Frangible Joint Separation System	69322838.5	December 30, 1998	Harris	Germany
Frangible Joint Separation System	0596400	December 30, 1998	Harris	Sweden
Frangible Joint Separation System	0596400	December 30, 1998	Harris	Switzerland
Frangible Joint Separation System	5,390,606	February 21, 1995	Harris	United States
Method for Injecting Payloads into Orbit	0640524	October 13, 1999	Frazier	European Patent Office
Method for Injecting Payloads into Orbit	0640524	October 13, 1999	Frazier	France
Method for Injecting Payloads into Orbit	5,681,011	October 28, 1997	Frazier	United States
Satellite Having a	0669251	September 1, 1999	Anthony D. Robinson	European Patent

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Title	Patent No.	Issue Date	Inventor	County
Stackable Configuration			David Alan Steffy	Office
Satellite Having a Stackable Configuration	0669251	September 1, 1999	Anthony D. Robinson David Alan Steffy	France
Satellite Having a Stackable Configuration	69420387.4	September 1, 1999	Anthony D. Robinson David Alan Steffy	Germany
Satellite Having a Stackable Configuration	0669251	September 1, 1999	Anthony D. Robinson David Alan Steffy	United Kingdom
Satellite Having a Stackable Configuration	0792799	March 1, 2000	Anthony D. Robinson David Alan Steffy	United Kingdom
Satellite Having a Stackable Configuration	5,522,569	June 4, 1996	Anthony D. Robinson David Alan Steffy	United States
Satellite Having a Stackable Configuration	0792799	March 1, 2000	Robinson Steffy	European Patent Office
Satellite Having a Stackable Configuration	0792799	March 1, 2000	Robinson Steffy	France
Satellite Having a Stackable Configuration	DE69423247	March 1, 2000	Robinson Steffy	Germany
Self-Deploying Helical Structure	5,977,932	November 2, 1999	Robinson	United States
Self-Deploying Helical Structure	0666612	October 24, 2001	Robinson	United Kingdon
Self-Deploying Helical Structure	0666612	December 30, 1994	Robinson	European Patent Office
Self-Deploying Helical Structure	0666612	October 24, 2001	Robinson	France
Self-Deploying Helical Structure	69428773.3	October 24, 2001	Robinson	Germany
System for Turbo-Coded Satellite Digital Audio Broadcasting	5,907,582	May 25, 1999	Yi	United States

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Title	Patent No.	Issue Date	Inventor	County
Method and Receiver for Coded Satellite Digital Audio Broadcasting	5,970,085	October 19, 1999	Yi	United States
Method and System for Turbo-Coded Satellite Digital Audio Broadcasting	6,061,387	May 9, 2000	Yi	United States
Method and System for Turbo-Coded Satellite Digital Audio Broadcasting	226222	August 10, 1998	Yi	Japan
Differential GPS Base Traffic Signal Preemption	6,064,319	May 16, 2000	Matta	United States

TRADEMARK
REEL: 002470 FRAME: 0577

ABANDONED/EXPIRED PATENTS

Notwithstanding anything in the Loan and Security Agreement or in the Intellectual Property Security Agreement to the contrary, Borrower makes no representations or warranties with respect to the following patents, all of which have expired or have been abandoned.

Patent Registration Number

5,455,423
5,159,277
4,369,476
4,300,173
5,011,243
4,888,714
4,852,955
4,773,757
4,758,088
4,742,329
4,657,390
4,640,617
4,591,266
4,556,316
4,544,272
4,538,910
4,537,508
RE32,912

SCHEDULE 3

Copyrights

REGISTERED COPYRIGHTS/MASK WORKS

Title	Country	Registration No.	Registration Date	Author(s)
SMARTTRACK	United States	TXU 729-986	August 21, 1995	

COPYRIGHTS/MASK WORKS PENDING REGISTRATION APPLICATIONS

Title	Country	Registration No.	Registration Date	Author(s)

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COPYRIGHTS/MASK WORKS REGISTRATION APPLICATIONS IN PREPARATION

Title	Country	Registration No.	Registration Date	Author(s)

SCHEDULE 4

Licenses

None.