TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hughes Network Systems, LLC		06/27/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 119

Property Type	Number	Word Mark
Registration Number:	1288713	HUGHES
Registration Number:	1503201	HUGHES
Registration Number:	2886885	HUGHES
Serial Number:	76140748	HUGHES
Serial Number:	76140743	HUGHES
Registration Number:	2886884	HUGHES
Serial Number:	76140746	HUGHES
Serial Number:	76140742	HUGHES
Serial Number:	76140744	HUGHES
Registration Number:	1365395	HUGHES AML
Registration Number:	1459919	HUGHES
Registration Number:	1543827	HUGHES
Registration Number:	2365627	HUGHES.NET
Serial Number:	76028021	HUGHESNET

OP $2990.00 1288713

Registration Number:	516350	HUGHESNEWS
Registration Number:	2399204	THE HUGHES REVIEW
Serial Number:	75831901	SPACEWAY
Serial Number:	75546086	SPACEWAY
Serial Number:	75656914	SPACEWAY
Serial Number:	78589324	SPACEWAY
Serial Number:	78589331	SPACEWAY
Serial Number:	78589337	SPACEWAY
Serial Number:	76121741	SPACEWAY
Serial Number:	76120756	SPACEWAY
Serial Number:	76120755	SPACEWAY
Serial Number:	76120607	SPACEWAY
Serial Number:	76120608	SPACEWAY
Serial Number:	76121739	SPACEWAY
Serial Number:	76120766	SPACEWAY
Serial Number:	76121742	SPACEWAY
Serial Number:	76304753	SPACEWAY
Serial Number:	76304752	SPACEWAY
Serial Number:	76304751	S P A C E W A Y
Serial Number:	76304750	SPACEWAY
Serial Number:	76304654	SPACEWAY
Serial Number:	76304653	S P A C E W A Y
Serial Number:	76304652	SPACEWAY
Serial Number:	76304651	SPACEWAY
Serial Number:	76444227	SPACEWAY ENABLED
Serial Number:	74571377	A STEP AHEAD...ALWAYS
Serial Number:	74332539	ACIS
Serial Number:	76217171	ACTIONON
Serial Number:	76219313	ACTIONON
Serial Number:	76202441	AIRANGE
Registration Number:	2302346	AIREACH
Registration Number:	2658179	AIREACH
Registration Number:	2634379	AIREACH
Serial Number:	76202885	AIRFILL
Serial Number:	76202886	AIRMATCH

Serial Number:	75137618	ALLIANT
Serial Number:	74332540	AUTOCELL
Registration Number:	2576534	BROADBAND EVERYWHERE
Serial Number:	76346520	BROADBAND THAT'S OUT OF THIS WORLD
Registration Number:	2735541	BROADBAND THAT'S OUT OF THIS WORLD
Registration Number:	2610311	BROADBAND TO YOUR BRAIN
Serial Number:	74548991	CATS
Serial Number:	74723317	COMPLETE AIR SUPERIORITY
Serial Number:	76579409	CONNECTION DESTINATION
Registration Number:	2385084	DIALWARE
Registration Number:	2401581	
Registration Number:	2601995	EDGEUCAST
Serial Number:	76175362	EEVERYWHERE
Serial Number:	76175361	EEVERYWHERE
Serial Number:	76175363	EEVERYWHERE
Serial Number:	74050798	E-TDMA
Serial Number:	75142865	EXPOZE
Serial Number:	75704584	EXPRESCAST
Serial Number:	74723375	EYESFREE
Serial Number:	74504740	FLEX-NET
Serial Number:	74467771	FLEXTDMA
Serial Number:	74490910	GEMINI
Serial Number:	75080184	GLOBAL VISION
Registration Number:	2702089	HUGHES BROADBAND ALLIANCE
Registration Number:	2818028	HUGHES BROADBAND ALLIANCE
Registration Number:	2854495	HUGHES BROADBAND ALLIANCE
Registration Number:	2774975	HUGHES NETWORK SYSTEMS
Serial Number:	76033680	HUGHES SOFTWARE
Serial Number:	75179597	HYBRID EARTH STATION
Registration Number:	2324182	ILLUMINET
Serial Number:	75540024	IMPACT
Serial Number:	75693082	IMPACT
Serial Number:	75692945	INTELLIQUICK
Serial Number:	76020258	INTELLIQUICK
Registration Number:	2352189	IP ADVANTAGE

Serial Number:	76600018	IPOS
Serial Number:	75636758	LANADVANTAGE
Serial Number:	74657552	LANADVANTAGE PLUS
Serial Number:	74488723	LANPAD
Serial Number:	75646702	MOSAIC ARCHITECTURE
Serial Number:	75179595	MOONSURFER PLAN
Serial Number:	75692897	MULTIQUICK
Serial Number:	76020269	MULTIQUICK
Serial Number:	74570417	PHONELINK
Serial Number:	75692944	PROTOQUICK
Serial Number:	74571820	QUIKPOINT
Serial Number:	76202442	QUICKVISIT
Serial Number:	75841494	RIGHTSERVE
Serial Number:	76126228	ROCKETSHIP
Serial Number:	75500506	SATELLITE SURFER
Serial Number:	75179594	SUNSURFER PLAN
Serial Number:	75757444	SWIFTBILL
Serial Number:	76057122	SWIFTBILL
Registration Number:	2452444	TES QUANTUM
Registration Number:	2606324	TES QUANTUM - DIRECT
Serial Number:	75449726	TOLL-READY
Registration Number:	2599432	TRANSFORMING TECHNICAL KNOW-HOW INTO BUSINESS RESULTS
Serial Number:	76303343	TRANSFORMING TECHNICAL KNOW-HOW INTO BUSINESS RESULTS
Registration Number:	2664506	TRANSFORMING TECHNICAL KNOW-HOW INTO BUSINESS RESULTS
Registration Number:	2330485	TURBO INTERNET
Registration Number:	2314458	TURBO NEWSCAST
Serial Number:	75316284	TURBO NEWSCASTER
Serial Number:	75316285	TURBO WEBCASTER
Registration Number:	2314457	TURBO WEBCAST
Serial Number:	76292685	TURBOPAGE
Registration Number:	1454229	UPLINK
Serial Number:	75270909	VP STREAMING
Registration Number:	1472636	WE MAKE IDEAS HAPPEN

Registration Number:	2512569	WINNING BY DESIGN
Serial Number:	76579415	YOUR CONNECTION DESTINATION

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	07/14/2005

Total Attachments: 11

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GRANT OF
SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS ("Agreement"), dated as of June 27, 2005, is made by HUGHES NETWORK SYSTEMS, LLC, a Delaware limited liability company (the "Borrower"), in favor of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Lien Credit Agreement dated as of April 22, 2005, as amended and restated as of June 27, 2005 (as further amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Agent, JPMORGAN CHASE BANK, N.A., as syndication agent (in such capacity, the "Syndication Agent"), and J.P. MORGAN SECURITIES INC. and BEAR, STEARNS & CO. INC., as joint lead arrangers and joint book managers (in such capacity, the "Joint Lead Arrangers").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower, upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of April 22, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing second priority security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing second priority security interest in the Trademarks listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance when due of Borrower's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect until expiration or termination thereof in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall prevail.

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

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

HUGHES NETWORK SYSTEMS, LLC

By:_____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By:_____
Name:
Title:

[Signature Page to Second Lien TM Security Agreement]

STATE OF New York)
) ss
COUNTY OF New York)

On the 21st day of April, 2005, before me personally came Dean Manson, who is personally known to me to be the VP, GC + Secretary of Hughes Network Systems, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the VP, GC and Secretary in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Mary Ann Casey
Notary Public

(PLACE STAMP AND SEAL ABOVE)

MARY ANN CASEY
NOTARY PUBLIC, State of New York
No. 01CA[illegible]
Qualified in [illegible]
Cert. Filed in New [illegible]
Commission Expires April 12, 20[illegible]

[Signature Page to Second Lien TM Security Agreement]

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

HUGHES NETWORK SYSTEMS, LLC

By:_____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By:_____
Name: VICTOR BULZACCHELLI
Title: VICE PRESIDENT

[Signature Page to Second Lien TM Security Agreement]

STATE OF New York)
) ss
COUNTY OF New York

On the 28th day of April, 2005, before me personally came Victor Bulzacchelli, who is personally known to me to be the Vice President of Bear Stearns Corporate Lending Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the management entity of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Nicole E. White

Notary Public
NICOLE E. WHITE
NOTARY PUBLIC, State of New York
No. 01WH6112868
Qualified in Westchester County
Commission Expires July 12, 2008
(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Second Lien TM Security Agreement]

Schedule A

Mark	Country	Class	App. No.	App. Date	Reg. No.
HUGHES	United States	9	73351304	2/22/1982	1288713
HUGHES	United States	35, 37, 42	73641309	1/27/1987	1503201
HUGHES & horizontal line design	United States	9	76140747	10/4/2000	2886885
HUGHES & horizontal line design	United States	16	76140748	10/412000	
HUGHES & horizontal line design	United States	37	76140743	1014/2000	
HUGHES & horizontal line design	United States	38	76140745	10/412000	2886884
HUGHES & horizontal line design	United States	41	76140746	10/412000	
HUGHES & horizontal line design	United States	42	76140742	10/4/2000	
HUGHES & horizontal line design	United States	35,38	76140744	10/4/2000	
HUGHES (AML design)	United States	9	73534918	4/20/1985	1365395
HUGHES (license plate design)	United States	9	73641298	1/27/1987	1459919
HUGHES (license plate design)	United States	35, 37, 42	73757224	10/11/1988	1543827
HUGHES.NET	United States	38,42	75449175	3112/1998	2365627
HUGHESNET	United States	9, 16, 25, 35, 37, 38, 41, 42	76028021	4/14/2000	
HUGHESNEWS	United States	16	71511154	10/19/1946	516350
THE HUGHES REVIEW	United States	16	75636888	2/9/1999	2399204
SPACEWAY	United States	9, 16, 25, 35, 37, 38, 41, 42	75831901	10/27/1999	
SPACEWAY	United States	9, 38	75546086	9/1/1998	
SPACEWAY	United States	9, 38	75656914	3/9/1999	
SPACEWAY	United States	9	78589324	3117/2005	
SPACEWAY	United States	38	78589331	3/17/2005	
SPACEWAY	United States	42	78589337	3/17/2005	
SPACEWAY & orbit path design	United States	9	76121741	8/31/2000	

Mark	Country	Class	App. No.	App. Date	Reg. No.
SPACEWAY & orbit path design	United States	16	76120756	8/3112000	
SPACEWAY & orbit path design	United States	25	76120755	8/31/2000	
SPACEWAY & orbit path design	United States	35	76120607	8/3112000	
SPACEWAY & orbit path design	United States	37	76120608	8/31/2000	
SPACEWAY & orbit path design	United States	38	76121739	8/31/2000	
SPACEWAY & orbit path design	United States	41	76120766	8/31/2000	
SPACEWAY & orbit path design	United States	42	76121742	8/31/2000	
SPACEWAY (Stylized)	United States	9	76/304,753	8/24/2001	
SPACEWAY (Stylized)	United States	16	76304752	8/24/2001	
SPACEWAY (Stylized)	United States	25	76304751	8/24/2001	
SPACEWAY (Stylized)	United States	35	76304750	8/24/2001	
SPACEWAY (Stylized)	United States	37	76/304,654	8/24/2001	
SPACEWAY (Stylized)	United States	38	76/304,653	8/24/2001	
SPACEWAY (Stylized)	United States	41	76/304,652	8/24/2001	
SPACEWAY (Stylized)	United States	42	76304651	8/2412001	
SPACEWAY ENABLED & Design	United States	42	76/444,227	8/26/2002	
A STEP AHEAD...ALWAYS	United States	9	74571377	919/1994	
ACTS	United States	36	74332539	11/19/1992	
ACTIONON	United States	9	76217171	2/27/2001	
ACTIONON	United States	38	76219313	2/27/2001	
AIRANGE	United States	9	76202441	1/30/2001	
AIREACH	United States	9	74723800	9/1/1995	2302346
AIREACH	United States	9	76215344	2/23/2001	2658179
AIREACH	United States	38	76215345	2/23/2001	2634379
AIRFILL	United States	9	76202885	1/30/2001	
AIRMATCH	United States	9	76202886	1/30/2001	
ALLIANT	United States	9	75137618	7122/1996	
AUTOCELL	United States	36	74332540	11119/1992	
BROADBAND EVERYWHERE	United States	9,38	75839820	11/3/1999	2576534
BROADBAND THAT'S OUT OF THIS WORLD	United States	9	76346520	12/10/2001	
BROADBAND THAT'S OUT OF THIS WORLD	United States	38	76975261	12110/2001	2735541

Mark	Country	Class	App. No.	App. Date	Reg. No.
BROADBAND TO YOUR BRAIN	United States	38,41	75934994	3/3/2000	2610311
CATS	United States	9	74548991	7/13/1994	
COMPLETE AIR SUPERIORITY	United States	9	74723317	8/31/1995	
CONNECTION DESTINATION	United States	38	76579409	3/3/2004	
DIALWARE	United States	9	75677927	9/1212002	2385084
DIRECTIONAL ARROW DESIGN	United States	9	75698781	5/6/1999	2401581
EDGEUCAST	United States	38,41	75934993	3/3/2000	2601995
EEVERYWHERE	United States	35	76175362	11/30/2000	
EEVERYWHERE	United States	42	76175361	11/30/2000	
EEVERYWHERE	United States	38	76175363	11/30/2000	
ETDMA	United States	9	74050798	4/19/1990	
EXPOSE	United States	9	75142865	7/31/1996	
EXPRESCAST	United States	9,38	75704584	5/13/1999	
EYESFREE	United States	9	74723375	8/31/1995	
FLEXNET	United States	9	74504740	3/24/1994	
FLEXTDMA	United States	9	74467771	12/9/1993	
GEMINI	United States	9	74490910	2/15/1994	
GLOBAL VISION	United States	9	75080184	3/28/1996	
HUGHES BROADBAND ALLIANCE	United States	35	76362368	1/24/2002	2702089
HUGHES BROADBAND ALLIANCE	United States	35,42	76362367	1/24/2002	2818028
HUGHES BROADBAND ALLIANCE & DESIGN	United States	35,42	76396622	4/18/2002	2854495
HUGHES NETWORK SYSTEMS	United States	9, 38, 42	7644299	8/28/2002	2774975
HUGHES SOFTWARE	United States	9,42	76033680	4/25/2000	
HYBRID EARTH STATION	United States	9	75179597	10/10/1996	
ILLUMINET	United States	9	75653963	3/4/1999	2324182
IMPACT	United States	41	75540024	8/19/1998	
IMPACT	United States	9	75693082	4/28/1999	
INTELLIQUICK	United States	9	75692945	4/28/1999	
INTELLIQUICK	United States	9	76020258	4/5/2000	
IP ADVANTAGE	United States	38	75171600	9/25/1996	2352189
IPOS & DESIGN	United States	35, 38, 42	76600018	711612004	
LANADVANTAGE	United States	9	75636758	2/9/1999	
LANADVANTAGE PLUS	United States	9	74657552	3/28/1995	
LANPAD	United States	9	74488723	2/10/1994	
MOSAIC ARCHITECTURE	United States	9	75646702	2/23/1999	

Mark	Country	Class	App. No.	App. Date	Reg. No.
MOONSURFER PLAN	United States	16,38	75179595	10/10/1996	
MULTIQUICK	United States	9	75692897	4/28/1999	
MULTIQUICK	United States	9	76020269	4/512000	
PERSONAL EARTH STATION	United States	26			
PHONELINK	United States	9	74570417	9/7/1994	
PROTOQUICK	United States	9	75692944	4/28/1999	
QUIKPOINT	United States	9	74571820	9/9/1994	
QUICKVISIT	United States	9	76202442	1/30/2001	
RIGHTSERVE	United States	35	75841494	11/5/1999	
ROCKETSHIP	United States	38	76126228	9/11/2000	
SATELLITE SURFER	United States	9, 38	75500506	6/11/1998	
SKYRIDER	United States				
SUNSURFER PLAN	United States	16, 38	75179594	10/10/1996	
SWIFTBILL	United States	9, 16, 25, 35, 38,42	75757444	7/1/1999	
SWIFTBILL	United States	39	76057122	5/25/2000	
TES QUANTUM	United States	9	75698999	5/6/1999	2452444
TES QUANTUM DIRECT	United States	9	75701794	5/6/1999	2606324
TOLLREADY	United States	9	75449726	6/12/1996	
TRANSFORMING TECHNICAL KNOWHOW INTO BUSINESS RESULTS	United States	35	76303344	8/22/2001	2599432
TRANSFORMING TECHNICAL KNOWHOW INTO BUSINESS RESULTS	United States	38	76303343	8/22/2001	
TRANSFORMING TECHNICAL KNOWHOW INTO BUSINESS RESULTS	United States	42	76303342	8/22/2001	2664506
TURBO INTERNET	United States	38	75159823	9/3/1996	2330485
TURBO NEWSCAST	United States	38	75627063	1/26/1999	2314458
TURBO NEWSCASTER	United States	16,42	75316284	6/27/1997	
TURBO NEWSCASTER	United States	16,42	75316285	6/27/1997	
TURBO WEBSCAST	United States	38	75627062	1/26/1999	2314457
TURBOPAGE	United States	9	76292685	7/3012001	
UPLINK	United States	16	73643459	2/6/1987	1454229
VP STREAMLINING	United States	9,16	75270909		
WE MAKE IDEAS HAPPEN	United States	38	73662289	5/21/1987	1472636

Mark	Country	Class	App. No.	App. Date	Reg. No.
WINNING BY DESIGN	United States	38	76216255	2/26/2001	2512569
YOUR CONNECTION DESTINATION	United States	38	76579415	313/2004	