

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wildblue Communications, Inc.		01/09/2006	CORPORATION: DELAWARE
WB Holdings 1 LLC		01/09/2006	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Liberty Media Corporation
Street Address:	12300 Liberty Boulevard
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3030298	WILDBLUE COMMUNICATIONS
Serial Number:	78542307	WILDBLUE
Serial Number:	78347036	WILDBLUE
Serial Number:	78475506	W
Serial Number:	78509052	W WILDBLUE
Serial Number:	78510415	SATELLITE SPEED INTERNET
Serial Number:	78526776	WILDBLUE REACHES YOU

CORRESPONDENCE DATA

Fax Number: (212)259-2597
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: marc.leaf@bakerbotts.com
 Correspondent Name: Marc A. Leaf, Esq.
 Address Line 1: 30 Rockefeller Plaza

CH \$190.00 3030298

Address Line 4: New York, NEW YORK 10112-4498

ATTORNEY DOCKET NUMBER: 019015.0412

NAME OF SUBMITTER: Xavier Morales

Signature: /xavier morales/

Date: 01/19/2006

Total Attachments: 5
source=security_agreement#page1.tif
source=security_agreement#page2.tif
source=security_agreement#page3.tif
source=security_agreement#page4.tif
source=security_agreement#page5.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of January 9, 2006 (as this agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), is entered into by and among each of the signatories hereto (referred to herein individually, as "Grantor" and collectively, as "Grantors"), in favor of LIBERTY MEDIA CORPORATION, in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties.

RECITALS

A. The capitalized terms used in this Trademark Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain Credit Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among WildBlue Communications, Inc., a Delaware corporation ("Borrower"), each lender from time to time party thereto (the "Lenders") and the Administrative Agent, pursuant to which, among other things, the Lenders have agreed to make loans or otherwise to extend credit to Borrower upon the terms and subject to the conditions specified in the Credit Agreement.

C. Pursuant to that certain Security and Pledge Agreement, dated as of the date hereof, among the Grantors and the Administrative Agent (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), each Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral, including, without limitation, the Trademarks, the Trademark Licenses and related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth on Schedule A attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm each Grantor's grant to the Administrative Agent (for the benefit of the Secured Parties) of a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth on Schedule A attached hereto.

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

1. Each Grantor hereby grants to the Administrative Agent (for the benefit of the Secured Parties), and the Administrative Agent hereby accepts from such Grantor, a continuing security interest in, and mortgage on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule A attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Administrative Agent (for the benefit of the Secured Parties), as set forth more fully in the Security Agreement.

3. The rights and remedies of the Administrative Agent with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Administrative Agent which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

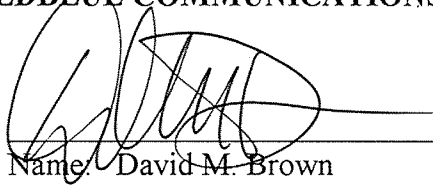
7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

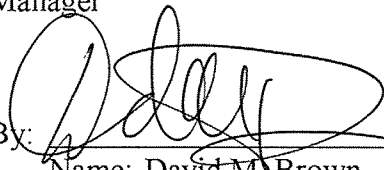
GRANTORS:

WILDBLUE COMMUNICATIONS, INC.

By: 
Name: David M. Brown
Title: Senior Vice President and Secretary

WB HOLDINGS 1 LLC

By: WildBlue Communications, Inc., its
Manager

By: 
Name: David M. Brown
Title: Senior Vice President and Secretary

ACCEPTED:

LIBERTY MEDIA CORPORATION,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

WILDBLUE COMMUNICATIONS, INC.

By: _____
Name: David M. Brown
Title: Senior Vice President and Secretary


WB HOLDINGS 1 LLC

By: WildBlue Communications, Inc., its Manager

By: _____
Name: David M. Brown
Title: Senior Vice President and Secretary

ACCEPTED:

LIBERTY MEDIA CORPORATION,
as Administrative Agent



By:  _____
Name: David J.A. Flowers
Title: Senior Vice President & Treasurer

SCHEDULE A

TRADEMARKS

Grantor	Trademark	Date Granted	Registration No. and Jurisdiction
WildBlue Communications, Inc.	WILDBLUE COMMUNICATIONS (words only), Class 38	December 13, 2005	Reg. No. 3,030,298

Grantor (Licensor / Licensee)	Trademark License (Title/Agreement/ Subject Matter)	Date Granted	Registration No. and Jurisdiction
None			

Grantor	Trademark Application	Date Filed	Application No. and Jurisdiction
WildBlue Communications, Inc.	WILDBLUE (words only) Classes 9 and 38	Class 09 – January 5, 2005 Class 38 – December 31, 2003	USPTO Class 09 - #78542307 Class 38 - #78347036
WildBlue Communications, Inc.	 Class 38	August 30, 2004	USPTO #78475506
WildBlue Communications, Inc.	 WILDBLUE Class 38	November 1, 2004	USPTO #78509052
WildBlue Communications, Inc.	SATELLITE SPEED INTERNET (words only) Class 38	November 3, 2004	USPTO #78510415
WildBlue Communications, Inc.	WILDBLUE REACHES YOU (words only), Class 38	December 3, 2004	USPTO #78526776

Grantor	Trademark	Other Relevant Information regarding Unregistered Trademark
None		