

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATC Technologies, LLC		03/30/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York as collateral agent
Street Address:	101 Barclay Street
Internal Address:	Suite 8W
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2768451	MOBILE SATELLITE VENTURES
Registration Number:	2959303	KEEP ON TRACKING
Registration Number:	2018420	SKYCELL
Registration Number:	2007217	SKYCELL
Registration Number:	2007216	MSAT
Registration Number:	1982781	SKYCELL
Serial Number:	78739210	NEXTGEN

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporation Service Company

CH \$190.00 2768451

Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	04/06/2006

Total Attachments: 6
source=atc - bony tm - 4-6#page1.tif
source=atc - bony tm - 4-6#page2.tif
source=atc - bony tm - 4-6#page3.tif
source=atc - bony tm - 4-6#page4.tif
source=atc - bony tm - 4-6#page5.tif
source=atc - bony tm - 4-6#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of March 30, 2006, by ATC Technologies, LLC a Delaware limited liability company located at 10802 Parkridge Boulevard, Reston, Virginia as pledgor and debtor (the "Pledgor"), in favor of The Bank of New York, a New York banking corporation located at 101 Barclay Street - 7E New York, New York in its capacity as collateral agent, pledgee and Secured Party pursuant to the Security Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor, among other pledgors, is party to a Security Agreement dated as of March 30, 2006 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of the Secured Obligations the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right title and interest of such Pledgor in, to and under all the following Pledged Collateral of such Pledgor (other than Excluded Assets)

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill connected with the use of and symbolized by such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

The security interest granted under this Section 2 shall not extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of any Pledgor's intent-to-use such trademark, for so long as acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), and solely to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability of such trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. This Trademark Security Agreement shall terminate and the collateral pledged hereunder shall be released in accordance with Section 12.7 of the Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all such counterparts together shall constitute one and the same instrument.

[signature page follows]

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

Very truly yours,

ATC TECHNOLOGIES, LLC

By: Randy Segal
Name: Randy Segal
Title: SVP

Acknowledged and Agreed to:

THE BANK OF NEW YORK, as Collateral Agent

By: 
Name: _____
Title: REMO J. REALE
VICE PRESIDENT

[Trademark Security Agreement]

STATE OF New York)
 : ss.:
COUNTY OF New York)

On this 30 day of March, 2006 before me personally came Pandy Segal,
who being duly sworn, did depose and say that she is Senior Vice President of ATC Technologies LLC
the _____ of _____, that she is authorized to execute the foregoing Patent
Security Agreement on behalf of said corporations and that she did so by authority of the Board
of Directors of said corporations.

Eileen C. Thomson
Notary Public

EILEEN C. THOMSON
NOTARY PUBLIC, State of New York
No. 01TH4681414
Qualified in Nassau County
Commission Expires Sept. 30, 2008

[Trademark Security Agreement]

TRADEMARK
REEL: 003283 FRAME: 0552

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Registrations:

OWNER*	REGISTRATION NUMBER	TRADEMARK	STATUS
ATC Technologies, LLC	2768451	MOBILE SATELLITE VENTURES	Registered
ATC Technologies, LLC	2959303	KEEP ON TRACKING	Registered
ATC Technologies, LLC	2018420	SKYCELL and design	Registered
ATC Technologies, LLC	2007217	SKYCELL	Registered
ATC Technologies, LLC	2007216	MSAT	Registered
ATC Technologies, LLC	1982781	SKYCELL	Registered

*The transfer of these marks from Mobile Satellite Ventures LP to ATC Technologies, LLC was submitted for recordation as of March 29, 2006.

U.S. Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	STATUS
ATC Technologies, LLC	78/739210	NEXTGEN	Pending