

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WildBlue Communications, Inc.		08/08/2006	CORPORATION: DELAWARE

**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)259-2519  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-408-2519  
 Email: nytmdpt@bakerbotts.com, masa.noda@bakerbotts.com  
 Correspondent Name: Masahiro Noda  
 Address Line 1: Baker Botts L.L.P.  
 Address Line 2: 30 Rockefeller Plaza

**CH \$190.00 3030298**

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

ATTORNEY DOCKET NUMBER: 019015.0422

NAME OF SUBMITTER: Masahiro Noda

Signature: /MASAHIRO NODA/

Date: 08/09/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of August 8, 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 Second Lien Credit Agreement, dated on or about August 15, 2006 (as such agreement may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, and together with the schedules and exhibits thereto, the "Credit Agreement"), by and among WildBlue Communications, Inc., a Delaware corporation ("Borrower"), each lender from time to time party thereto (the "Lenders"), the Administrative Agent and Obsidian, LLC, a Delaware limited liability company, as co-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 U.S. Security and Pledge Agreement, dated on or about August 15, 2006, 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. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated on or about August 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Borrower, Liberty Media Corporation, in its capacity as administrative agent and collateral agent (and including its successors from time to time) for the First Lien Obligations (as defined in the Intercreditor Agreement), Liberty Media Corporation, in its capacity as administrative agent and collateral agent (and including its successors from time to time) for the Second Lien Obligations (as defined in the Intercreditor Agreement), Obsidian, LLC, in its capacity as co-administrative agent (and including its successors from time to time) for the Second Lien Obligations, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

6. Subject to paragraphs 2, 3, 4 and 5 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.

7. 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.

**8. 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.

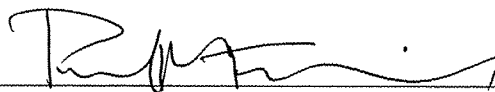
**GRANTORS:**

**WILDBLUE COMMUNICATIONS, INC.**

By:   
Name: Paul M. Froelich  
Title: Chief Financial Officer and  
Senior Vice President

**WB HOLDINGS 1 LLC**

By: WildBlue Communications, Inc., its Manager

By:   
Name: Paul M. Froelich  
Title: Chief Financial Officer and  
Senior Vice President

**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:

Title:

**WB HOLDINGS I LLC**

By: WildBlue Communications, Inc., its Manager

By: \_\_\_\_\_

Name:

Title:

**ACCEPTED:**

**LIBERTY MEDIA CORPORATION,**  
as Administrative Agent

By: \_\_\_\_\_

Name:



Title:

**David J.A. Flowers**  
**Senior Vice President &**  
**Treasurer**

**SCHEDULE A****TRADEMARKS**

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

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

<b>Grantor</b>	<b>Trademark Application</b>	<b>Date Filed</b>	<b>Application No. and Jurisdiction</b>
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

<b>Grantor</b>	<b>Trademark</b>	<b>Other Relevant Information regarding Unregistered Trademark</b>
None		