

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iridium Satellite LLC		07/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commerical Paper Inc., as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2350140	IRIDIUM
Registration Number:	2314418	
Registration Number:	2314417	IRIDIUM
Registration Number:	1835931	IRIDIUM
Registration Number:	2219112	IRIDIUM
Registration Number:	2277992	IRIDIUM
Registration Number:	2295579	FREEDOM TO COMMUNICATE. ANYTIME, ANYWHERE.

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7609
 Email: ksolomon@stblaw.com
 Correspondent Name: Kirstie Howard, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP

OP \$190.00 2350140

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	053113/1971
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	10/24/2006

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 27th, 2006, is made by Iridium Satellite LLC, a Delaware limited liability company (the “Borrower”), in favor of Lehman Commercial Paper Inc., as Administrative Agent (the “Agent”) for the Lenders (as defined in the Second Lien Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 27th, 2006, among the Borrower, the Agent, and the banks and other financial institutions (the “Lenders”) from time to time parties thereto (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 27th, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Second Lien Guarantee and Collateral Agreement”);

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

WHEREAS, the 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 their extensions of credit and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the 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 Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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 Second Lien Guarantee and Collateral Agreement and is

expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

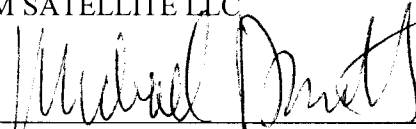
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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 Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IRIDIUM SATELLITE LLC

By:



Name: Michael R. Deutschman

Title: Chief Administrative Officer &
Chief Counsel

LEHMAN COMMERCIAL PAPER INC., as
Administrative Agent for the Lenders

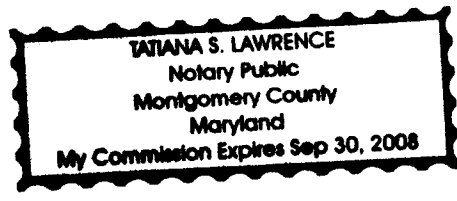
By:

Name:

Title:

STATE OF Maryland)
) ss
COUNTY OF Montgomery

On the 14th day of July, 2006, before me personally came Michael Deutschman, who is personally known to me to be the Chief Administrative Officer of IRIDIUM SATELLITE LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Chief Administrative Officer 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 Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Tatiana S. Lawrence
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


IRIDIUM SATELLITE LLC

By:

Name: Michael Deutschman
Title: Chief Administrative Officer &
Chief Counsel

LEHMAN COMMERCIAL PAPER INC., as
Administrative Agent for the Lenders

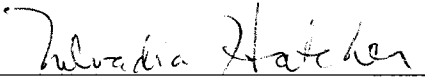
By:



Name: Laurie Terper
Title: Authorized Signatory

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 26 day of July, 2006, before me personally came Laurie Perper, who is personally known to me to be the Authorized Signatory of Lehman Commercial Paper Inc., a New York corporation; who, being duly sworn, did depose and say that she/he is the Authorized Signatory 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 Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
MELVADIA HATCHER
Notary Public, State of New York
Registration # 01HA6082085
Qualified in Kings County
Commission Expires October 21, 2006
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration Number	Registration Date
IRIDIUM and Design	2,350,140	05/16/00
Design Only	2,314,418	02/01/00
IRIDIUM and Design	2,314,417	02/01/00
IRIDIUM	1,835,931	05/10/94
IRIDIUM	2,219,112	01/19/99
IRIDIUM and Design	2,277,992	09/14/99
FREEDOM TO COMMUNICATE. ANYTIME. ANYWHERE.	2,295,579	11/30/99

053113-1971-11466-NY01.2587479.1

RECORDED: 10/24/2006

TRADEMARK
REEL: 003414 FRAME: 0511