

12-12-2006

FORM PTO-1618A  
Expires 06/30/99  
OMB 0661-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

103347122

12-11-2006

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
10062000

Name Hughes Electronics Corporation

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization a Delaware corporation

Receiving Party

Mark if additional names of receiving parties attached

Name Boeing Company, The

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) P.O. Box 2515

Address (line 2) 2201 Seal Beach Boulevard

Address (line 3) Seal Beach

California

90740-1515

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization a Delaware corporation

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0661-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0661-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

## Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Hughes Space and Communications Company

10062000

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization a Delaware corporation

## Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name Boeing Company, The

DBA/AKA/TA

Composed of

Address (line 1) P.O. Box 2515

Address (line 2) 2201 Seal Beach Boulevard

Address (line 3) Seal Beach

California

90740-1515

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Citizenship/State of Incorporation/Organization a Delaware Corporation

## Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

### Trademark Application Number(s)

### Registration Number(s)

<u>75709795</u>	<u>75876429</u>	<u>75874993</u>
<u>75548963</u>		


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Expires 06/30/99  
OMB 0581-0027

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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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<input type="text" value="76067599"/>	<input type="text" value="76013451"/>	<input type="text" value="75855929"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75855931"/>	<input type="text" value="75855926"/>	<input type="text" value="75855932"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Richard C. Seamans

Name of Person Signing

Signature

JAN 17, 2007

Date Signed

EXECUTION COPYINTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (as the same may be amended from time to time, this "Agreement"), dated as of October 6, 2000 ("Effective Date"), among Hughes Electronics Corporation, a Delaware corporation ("HEC"), Hughes Space and Communications Company, a Delaware corporation ("HSC") and The Boeing Company, a Delaware corporation ("Boeing"). HEC, HSC and Boeing are referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, Hughes Telecommunications and Space Company ("HTS"), a Delaware corporation and parent corporation of HSC, HEC and Boeing are parties to that certain Stock Purchase Agreement dated as of January 13, 2000 (as the same may be amended and supplemented from time to time, the "Purchase Agreement");

WHEREAS, HEC, the parent corporation of HTS, and certain of its Subsidiaries (as defined below) each is the sole and exclusive owner of all right, title and interest in and to certain Intellectual Property (as hereinafter defined) used in the Satellite Business (as defined below);

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, HEC and HSC agree as follows:

**ARTICLE I****DEFINITIONS**

For purposes of this Agreement, the following capitalized terms shall have the meanings assigned to them below: Except as otherwise set forth herein, capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Purchase Agreement.

NY2001130003UK0F05L DOC0317A0076

1.5 "HSC Marks" means the Marks used in connection with the Satellite Business that are identified in Schedule B or Schedule C hereof.

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1.13 "Marks" mean fictional business names, trade names, trade dress rights, registered and unregistered trademarks and service marks and logos, including any Internet domain names, and applications therefor, and like intellectual property rights.

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**ARTICLE II****ASSIGNMENT OF HSC INTELLECTUAL PROPERTY**

2.1 Assignment of HSC Intellectual Property. Subject to Section 3.1, HEC hereby sells, assigns, transfers and conveys to Boeing, and agrees to cause each of its Subsidiaries other than HSC and the Subsidiaries thereof to sell, assign, transfer and convey to Boeing, as of the Closing Date, all right, title and interest of HEC and such Subsidiaries in and to the HSC Intellectual Property, and to the HSC Marks, together with all appurtenant goodwill relating thereto.

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2.3 Authorization to Record. HEC hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and each official holding a corresponding position of authority in any country in which HEC owns one or more patent or trademark registrations or has pending one or more patent or trademark applications to issue and to record the title of Boeing as owner of all right, title and interest in and to the patents, patent applications and invention disclosures identified in Schedule A, the trademarks, registrations and applications identified on Schedule B, and, if necessary, the trade names identified in Schedule C.

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IN WITNESS WHEREOF, HEC, HSC and Boeing have each caused this Agreement to be duly signed and delivered to the other party.

HUGHES SPACE AND COMMUNICATIONS COMPANY

By: [Signature]  
Title: SR Vice President

HUGHES ELECTRONICS CORPORATION

By: [Signature]  
Title: Sr Vice President and CFO

THE BOEING COMPANY

By: [Signature]  
Title: Controller

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12/11/06



JAN-16-01 14:26 From:HUGHES LEGAL DEPT.

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T-693 P.15/17 Job-603

## SCHEDULE B

MARK	COUNTRY	MARKS		REG. DATE	REG. NUMBER
		TM NO.	FILING DATE		
A-AND DESIGN	UNITED STATES	T99081	5-18-99	75/708648	PENDING
CLEARSKY	UNITED STATES	T99037	4-15-99	75/682811	PENDING
COCS	UNITED STATES	T200124	6-9-2000	76/067558	PENDING
CUSTOMER OPERATIONS SUPPORT CENTER	UNITED STATES	T200125	6-9-2000	76/067599	PENDING
HI-DAMA	UNITED STATES	T200037	3-29-2000	76/013451	PENDING
HS	UNITED STATES	T99210	11-22-99	75/855929	PENDING
HS 376	UNITED STATES	T99206	11-22-99	75/855931	PENDING
HS 601	UNITED STATES	T99207	11-22-99	75/855926	PENDING
HS 702	UNITED STATES	T99208	11-22-99	75/855932	PENDING
SYSTEMS A STEP AHEAD	UNITED STATES	T99082	05-20-99	75/709795	PENDING
SEÑALA	UNITED STATES	T99223A	12-17-99	75/876429	PENDING
SENALA	UNITED STATES	T99223	12-20-99	75/874993	PENDING
SEÑALA	ARGENTINA	T99214	12-22-99	2258603	PENDING
SEÑALA	BRAZIL	T99214	12-21-99	822306786	PENDING
SEÑALA	CHILE	T99214	12-22-99	470929	PENDING
WHITESTAR	UNITED STATES	T98023	09-04-98	75/348963	PENDING

August 21, 2000