

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paradyne Networks, Inc.		12/15/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ViaSat, Inc.		
<b>Street Address:</b>	6155 El Camino Real		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92009-1699		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76179059	JETSTREAM	
<b>Serial Number:</b>	74729134	JETSTREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)678-5099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(858) 678-5070		
<b>Email:</b>	tmdocsd@fr.com, hyde@fr.com		
<b>Correspondent Name:</b>	Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	19162-075001		
<b>NAME OF SUBMITTER:</b>	Lisa M. Martens		
<b>Signature:</b>	/lisa m martens/		
<b>Date:</b>	02/07/2007		

CH \$65.00 76179059

**Total Attachments: 5**

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**EXHIBIT B**

**FORM OF TRADEMARK ASSIGNMENT**

This Trademark Assignment is made and entered into as of December 15, 2006 (this "Trademark Assignment"), by and between Paradyne Networks, Inc. ("Assignor"), and ViaSat, Inc. ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of December 15, 2006 (the "Asset Purchase Agreement"),

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to, among other things, transfer to Assignee all right, title and interest of Assignor in, to and under the Purchased Assets (as such term is defined in the Asset Purchase Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, all right, title and interest of Assignor in and to the Purchased Assets.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee all right, title and interest of Assignor in and to the Purchased Assets or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**VIASAT, INC.**

**PARADYNE NETWORKS, INC.**

By:   
Name: Jonathan L. Pettit  
Title: Associate General Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

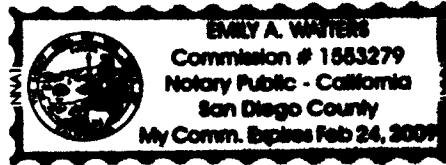
STATE OF California )  
 ) SS.  
COUNTY OF San Diego )

On DECEMBER 15, 2006, before me, EMILY A. WATERS, NOTARY PUBLIC,  
Date Name and Title  
personally appeared JONATHAN L. PETTIT,  
Name of Signer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Emily A. Waters  
Signature of Notary



Seal of Notary

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Date Name and Title  
personally appeared \_\_\_\_\_,  
Name of Signer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

Seal of Notary

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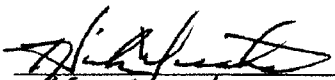
Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee all right, title and interest of Assignor in and to the Purchased Assets or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

**VIASAT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARADYNE NETWORKS, INC.**

By:   
Name: KERRI MISAKA  
Title: CFO



**SCHEDULE 1.1**

**PURCHASED ASSETS**

1. Corporate name and logo for Jetstream Communications, Inc.
2. Domain Names:
  - (a) "[jetstream.com](http://jetstream.com)"
  - (b) All right, title and interest of Seller in and to the "[www.jetstream.com](http://www.jetstream.com)"
3. Trademarks:
  - (a) Trademark: Jetstream  
Country: United States of America  
Application # 76/179,059  
Registration # 2,608,999
  - (b) Trademark: Jetstream  
Country: United States of America  
Application # 74/729,134  
Registration # 2,134,834
  - (c) Trademark: Jetstream  
Country: Germany  
Application # 30114008.1  
Registration # 30114008
  - (d) Trademark: Jetstream  
Country: United Kingdom  
Application # 2265531  
Registration # 2265531
  - (e) Trademark: Jetstream  
Country: Republic of Korea  
Application # 1338/2001  
Registration # 7482
4. Any and all common law trademark rights of Seller acquired through the use of the JETSTREAM trademarks, service marks, trade name, logo and domain names anywhere in the world.