

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sirius Satellite Radio Inc.		06/20/2007	CORPORATION: DELAWARE
Satellite CD Radio Inc.		06/20/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	One Pierrepont Plaza, 7th Floor
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2804490	
Registration Number:	3033578	BENEATH THE NEEDLE
Registration Number:	3118724	CHILL
Registration Number:	3025580	FACTION
Registration Number:	3231718	GAMEALERT
Registration Number:	3121059	GET SIRIUS
Registration Number:	2812561	IT'S_ON
Registration Number:	3029892	ORBITER
Registration Number:	2816802	OUTQ
Registration Number:	2972555	S>PLEX
Registration Number:	3181371	SHADE 45
Registration Number:	3071291	SIRIUS
Registration Number:	3114505	SIRIUS

OP \$890.00 2804490

Registration Number:	2914720	SIRIUS
Registration Number:	2481900	SIRIUS
Registration Number:	3204232	SIRIUS
Registration Number:	3114506	SIRIUS
Registration Number:	3117441	SIRIUS SATELLITE RADIO
Registration Number:	2946527	S-SEEK
Registration Number:	3033577	TATTOO RADIO
Registration Number:	2680715	YOU'LL NEVER WANT TO LEAVE YOUR CAR
Serial Number:	77201550	
Serial Number:	78943158	SIR
Serial Number:	78943148	SIR SIRIUS INTERNET RADIO
Serial Number:	76349502	SIRIUS 100% COMMERCIAL-FREE MUSIC
Serial Number:	78943154	SIRIUS INTERNET RADIO
Serial Number:	77024941	SIRIUS INV
Serial Number:	75778344	SIRIUS RADIO
Serial Number:	75777847	SIRIUS RADIO
Serial Number:	76297378	SIRIUS READY
Serial Number:	78944016	SPEEDSTER
Serial Number:	78892447	STILETTO
Serial Number:	78944014	STRATUS
Serial Number:	78864406	THE BEST RADIO ON RADIO
Serial Number:	78978431	THE BEST RADIO ON RADIO

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31781
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

Date:

07/12/2007

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 20, 2007 (this "Agreement"), among the Borrower, the Subsidiaries party hereto (the "Subsidiary Guarantors", and collectively with the Borrower, the "Loan Parties") and MORGAN STANLEY SENIOR FUNDING, INC. ("MSSFI"), as Collateral Agent.

Reference is made to (a) the Term Credit Agreement dated as of June 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and MSSFI, as Administrative Agent and Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of June 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Guarantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Guarantors are Subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each of the Loan Parties, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Loan Party or in which such Loan Party now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “Trademarks”); and

(d) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Loan Party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

SIRIUS SATELLITE RADIO INC.,

by

Name:

Title:

MORGAN STANLEY SENIOR
FUNDING, INC., as Collateral Agent,

by



Name: ANDREW EARLS

Title:


VP

[[NYCORP:2714569]]

TRADEMARK
REEL: 003579 FRAME: 0596

IN WITNESS WHEREOF, the parties hereto have duly executed this
Patent and Trademark Security Agreement as of the day and year first above written.

SIRIUS SATELLITE RADIO INC.,

by 
Name: *PATRICK DONNELLY*
Title: *V.P. + GENERAL COUNSEL*

MORGAN STANLEY SENIOR
FUNDING, INC., as Collateral Agent.

by

Name:
Title:

Name of Subsidiary Guarantor

SATELLITE CD RADIO INC.

by



Name: Andrew Guezon
Title: Treasurer

[[NYCORP 2714569]]

PATENTS OWNED BY LOAN PARTIES

Sirius Satellite Radio Inc.*U.S. Patent Registrations*

<u>Patent Numbers</u>	<u>Issue Date</u>
5,864,579	7/25/96
6,223,019	5/20/98
6,654,053	7/28/97
5,592,471	5/4/95
6,892,987	7/25/03
5,278,863	4/10/92
5,319,673	4/16/93
5,485,485	4/13/94
5,794,138	2/26/97
6,023,616	3/10/98
5,745,839	9/1/95
5,720,039	11/1/96
5,864,579	7/25/96
6,223,019	5/20/98
6,654,053	7/28/97
5,592,471	5/4/95
6,892,987	7/25/03
5,278,863	4/10/92
5,319,673	4/16/93
5,485,485	4/13/94
5,794,138	2/26/97
6,023,616	3/10/98
5,745,839	9/1/95
5,720,039	11/1/96

U.S. Patent Applications

<u>Patent Application No.</u>	<u>Filing Date</u>
60/920,919	5/29/07
29/275,173	12/15/06
60/920,920	3/29/07
60/920,894	3/29/07
60/837,337	8/10/06
10/585,007	6/27/06
11/607,383	12/1/06
09/900,935	7/9/01

Non-U.S. Patent Registrations


<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
Canada	1/6/05	2551718
Mexico	1/6/05	PA/a/2006/007796
International ¹	1/6/05	PCT/US05/00628
International ²	12/1/06	PCT/US06/61455

Satellite CD Radio, Inc.

None.

TRADEMARK/TRADE NAMES OWNED BY LOAN PARTIES

Sirius Satellite Radio Inc.*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Registration Number</u>
DOG LOGO 	1/13/04	2,804,490
BENEATH THE NEEDLE	12/27/05	3,033,578
CHILL	7/25/06	3,118,724
FACTION	12/13/05	3,025,580
GAMEALERT	4/17/07	3,231,718
GET SIRIUS	7/25/06	3,121,059
IT'S_ON	2/10/04	2,812,561
ORBITER	12/13/05	3,029,892
OUTQ	2/24/04	2,816,802
S>PLEX	7/19/05	2,972,555
SHADE 45	12/5/06	3,181,371
SIRIUS	3/21/06	3,071,291
SIRIUS	7/11/06	3,114,505
SIRIUS	12/28/04	2,914,720
SIRIUS	8/28/01	2,481,900
SIRIUS (STYLIZED)	1/30/07	3,204,232

¹ Filed in U.S. Patent Office² Filed in U.S. Patent Office

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SIRIUSSIRIUS (STYLIZED)
(BLUE)**SIRIUS**

7/11/06

3,114,506

SIRIUS SATELLITE
RADIO

7/18/06

3,117,441

S-SEEK

5/3/05

2,946,527

TATTOO RADIO

12/27/05

3,033,577

YOU'LL NEVER WANT
TO LEAVE YOUR CAR
DOG LOGO

1/28/03

2,680,715



9/26/06

TMA673464

SIRIUS

5/16/06

TMA664402

SIRIUS CANADA

5/12/06



TMA664145

SIRIUS SATELLITE
RADIO

5/15/06

TMA664241

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
HEART LOGO	6/8/07	77/201,550
		
SIR	8/2/06	78/943,158
SIR SIRIUS INTERNET RADIO	8/2/06	78/943,148
SIRIUS 100% COMMERCIAL FREE MUSIC (STYLIZED)	12/17/01	76/349,502
		
SIRIUS INTERNET RADIO	8/2/06	78/943,154
SIRIUS INV	10/19/06	77/024,941
SIRIUS RADIO	8/18/99	75/778,344
SIRIUS RADIO	8/17/99	75/777,847
SIRIUS READY	8/8/01	76/297,378



SIR

8/2/06

78/943,158

SIR SIRIUS INTERNET
RADIO

8/2/06

78/943,148

SIRIUS 100%
COMMERCIAL FREE
MUSIC (STYLIZED)

12/17/01

76/349,502



SIRIUS INTERNET RADIO

8/2/06

78/943,154

SIRIUS INV

10/19/06

77/024,941

SIRIUS RADIO

8/18/99

75/778,344

SIRIUS RADIO

8/17/99

75/777,847

SIRIUS READY

8/8/01

76/297,378

SPEEDSTER	8/3/06	78/944,016
STILETTO	5/25/06	78/892,447
STRATUS	8/3/06	78/944,014
THE BEST RADIO ON RADIO	4/19/06	78/864,406
THE BEST RADIO ON RADIO	4/19/06	78/978,431

State Trademark Registrations

None.

Non-U.S. Trademark Registrations

None.

Non-U.S. Trademark Applications

None.

Trade Names

None.

Satellite CD Radio, Inc.

None.