

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orbital Sciences Corporation		08/17/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	388 Greenwich Street, 21st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1672809	BRINGING THE BENEFITS OF SPACE DOWN TO EARTH
Registration Number:	2264116	ORBITAL
Registration Number:	1604510	PEGASUS
Registration Number:	1605972	PEGASUS
Registration Number:	1605426	PEGASUS
Registration Number:	1604987	PEGASUS
Registration Number:	2707307	SMARTTRACK
Registration Number:	1793206	TAURUS
Registration Number:	2226434	TMS

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: julio.gurdian@weil.com, phyllis.depaola@weil.com
 Correspondent Name: Weil, Gotshal Manges c/o Julio C Gurdian
 Address Line 1: 767 5th Avenue

CH \$240.00 1672809

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 35899.0387

NAME OF SUBMITTER: Julio C Gurdian

Signature: /Julio C Gurdian/

Date: 10/15/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citibank, N.A. ("*Citi*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 17, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among ORBITAL SCIENCES CORPORATION (the "*Borrower*"), the Lenders and Issuers party thereto and Citi, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

provided, however, that “*Trademark Collateral*” shall not include any Excluded Property; and *provided, further,* that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date hereof to constitute Trademark Collateral.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ORBITAL SCIENCES CORPORATION
as Grantor

By: *Michael R. Williams*

Name: Michael R. Williams

Title: Senior Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:
CITIBANK, N.A.
as *Administrative Agent*

By: 

Name:

Tucker R. Borden
VP

Title:

National Corporate Banking
212-816-5394

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 003640 FRAME: 0159

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Country	Registration No.	Registration Date
BRINGING THE BENEFITS OF SPACE DOWN TO EARTH	United States	1,672,809	January 21, 1992
ORBITAL (& Design)	United States	2,264,116	July 27, 1999
PEGASUS	United States	1,604,510	July 3, 1990
PEGASUS	United States	1,605,972	July 10, 1990
PEGASUS (& Design)	United States	1,605,426	July 10, 1990
PEGASUS (& Design)	United States	1,604,987	July 3, 1990
SMARTTRACK	United States	2,707,307	July 16, 1992
TAURUS	United States	1,793,206	September 24, 1993
TMS	United States	2,226,434	February 23, 1999

B. TRADEMARK APPLICATIONS

Title	Patent App. No.	Filing Date	Country
ITOPSS	77/149794	April 5, 2007	United States
ORBCAD	77/149835	April 5, 2007	United States
ORBSTAR	77/149801	April 5, 2007	United States
SMARTMDT	77/149856	April 5, 2007	United States