

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
Telesat Canada		10/31/2007	CORPORATION: CANADA
Telesat Network Services, L.L.C.		10/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76660062	TELIPRO
Registration Number:	2497793	INFOSAT
Registration Number:	2827656	SKYXCEL
Registration Number:	3060538	TELESAT
Registration Number:	3047355	ONORBIT FDS
Registration Number:	3197881	INFOTRAC
Registration Number:	2878422	HSI TELESAT HIGH SPEED INTERNET
Registration Number:	3075102	ANIK
Registration Number:	2279801	
Registration Number:	1710436	SKYNET
Registration Number:	2277883	SPACEBANK
Registration Number:	2614203	CYBERSTAR

CORRESPONDENCE DATA

900091692

TRADEMARK
REEL: 003659 FRAME: 0318

CH \$315.00 76660062

Fax Number: (415)576-0300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303.571.4000
Email: denverteas@townsend.com
Correspondent Name: Darin J. Gibby
Address Line 1: Two Embarcadero Center, Eighth Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	40271-000200
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NAME OF SUBMITTER:	Darin J. Gibby
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Signature:	/djg/
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Date:	11/12/2007
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Total Attachments: 7
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1 **U.S. Trademark Security Agreement**

2 **U.S. Trademark Security Agreement**, dated as of October 31, 2007, by TELESAT CANADA
3 and TELESAT NETWORK SERVICES, L.L.C. (formerly known as CyberStar, L.L.C.) (the
4 "**Grantors**"), in favor of MORGAN STANLEY & CO. INCORPORATED, in its capacity as col-
5 lateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

6 **WITNESSETH:**

7 WHEREAS, the Grantors are party to a Security Agreement of even date herewith
8 (as amended, amended and restated, supplemented or otherwise modified from time to time, the
9 "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantors are re-
10 quired to execute and deliver this U.S. Trademark Security Agreement at the request of the Col-
11 lateral Agent;

12 NOW, THEREFORE, in consideration of the premises and to induce the Collateral
13 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors
14 hereby agree with the Collateral Agent as follows:

15 SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in
16 the Security Agreement and used herein have the meaning given to them in the Security Agree-
17 ment.

18 SECTION 2. **Grant of Security Interest in Trademark Collateral.** The Grantors
19 hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on
20 and security interest in and to all of its right, title and interest in, to and under all the following
21 Pledged Collateral of such Grantors:

22 (a) Trademarks of such Grantors listed on Schedule I attached hereto;

23 (b) all Proceeds of any and all of the foregoing;

24 *provided that*, in no event shall Trademarks include Excluded Collateral.

25 SECTION 3. **Security Agreement.** The security interest granted pursuant to this
26 U.S. Trademark Security Agreement is granted in conjunction with the security interest granted
27 to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowl-
28 edge and affirm that the rights and remedies of the Collateral Agent with respect to the security
29 interest in the Trademarks made and granted hereby are more fully set forth in the Security
30 Agreement, the terms and provisions of which are incorporated by reference herein as if fully set
31 forth herein. In the event that any provision of this U.S. Trademark Security Agreement is
32 deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall
33 control.

34 SECTION 4. **Termination.** Upon the payment in full of the Obligations and ter-
35 mination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and de-
36 liver to the Grantors an instrument in writing in recordable form releasing the collateral pledge,

37 grant, assignment, lien and security interest in the Trademarks under this U.S. Trademark Secu-
38 rity Agreement.

39 SECTION 5. Counterparts. This U.S. Trademark Security Agreement may be
40 executed in any number of counterparts, all of which shall constitute one and the same instru-
41 ment, and any party hereto may execute this U.S. Trademark Security Agreement by signing and
42 delivering one or more counterparts.

43 SECTION 6. Agreed Security Principles. The rights and obligations of the Col-
44 lateral Agent and the Grantors under this Agreement are subject to the Agreed Security Princi-
45 ples.

46 SECTION 7. Governing Law. This U.S. Trademark Security Agreement and the
47 rights and obligations of the parties hereunder shall be governed by, and construed and inter-
48 preted in accordance with, the law of the state of New York.

49 [signature page follows]

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

TELESAT NETWORK SERVICES, L.L.C.*
(formerly known as CyberStar, L.L.C.)

By: _____

Name: _____

Title: Authorized Signatory

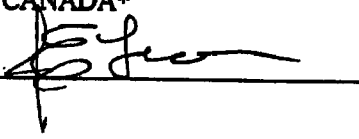
[U.S. Trademark Security Agreement]

TELESAT CANADA*

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to be "E. Lee", is written over a horizontal line. The signature is stylized with a large initial "E" and a long, sweeping tail.

[U.S. Trademark Security Agreement]

INFOSAT COMMUNICATIONS, INC.*

By: 

Name:

Title:

* The signature of this subsidiary will be effective upon the completion of the transactions described in the Steps Memorandum.

[U.S. Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY & CO. INCORPORATED,
as Collateral Agent

By: _____

Name: Andrew EARL

Title: MD

[U.S. Trademark Security Agreement]

SCHEDULE I
to
U.S. TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NO.	MARK
Telesat Network Services, L.L.C. (formerly known as CyberStar, L.L.C.)	2614203	CYBERSTAR design (1)
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	2277883	SPACEBANK
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	1710436	SKYNET
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	2279801	SKYNET design
Telesat Canada	3,075,102	ANIK
Telesat Canada	2,878,422	HIS & Design
Telesat Canada	3,197,881	INFOTRAC & Design
Telesat Canada	3,047,355	ONORBIT FDS
Telesat Canada	3,060,538	TELESAT
Infosat Communications, Inc.	2,827,656	SKYXCEL
Infosat Communications, Inc	2,497,793	INFOSAT

Trademark Applications:

OWNER	REGISTRATION NO.	MARK
Telesat Canada	76/660,062	TELIPRO