

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

XM Satellite Radio Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 6, 2009

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Security Agreement Amendment

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal

Address: _____

Street Address: 270 Park Avenue

City: New York

State: NY

Country: US Zip: 10017

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other National Assn Citizenship NY

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Trademark Application No.(s): 77/407,439 and 11 others

B. Trademark Registration No.(s)

Trademark Registration No.(s): 2,660,543 and 130 others

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Tzvi Werzberger

Internal Address: Vinson & Elkins LLP

Street Address: 666 Fifth Avenue, 26th Floor

City: New York

State: NY Zip: 10103-0040

Phone Number: 212.237.0068

Fax Number: 917.849.5308

Email Address: twerzberger@elk.com

6. Total number of applications and registrations involved:

143

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 5,720.00

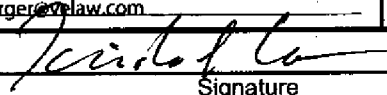
- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 22-0365

Authorized User Name Tim Corder

9. Signature:



Signature

March 25, 2009

Date

Timothy S. Corder

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$3590.00 220365 77407439

700403553

TRADEMARK
REEL: 003960 FRAME: 0817

Schedule A

Federally Registered Trademarks/Service Marks, and Trademark/Service Mark Applications

<u>Trademark Application No.</u>
77407439
77486027
78716222
77515418
78613840
77384993
77489925
77515417
77537996
77355259
77489790
77413882

Mark	Reg. No.	Owner
"EVERYTHING...ALL THE TIME"	2660543	XM Satellite Radio Inc.
(TOP)20(ON)20	2650866	XM Satellite Radio Inc.
???ASK! & Design	2831400	XM Satellite Radio Inc.
1600	3499925	XM Satellite Radio Inc.
60/20 SPORTS	3224817	XM Satellite Radio Inc.
AGUILA	2582245	XM Satellite Radio Inc.
ALEGRIA	3056030	XM Satellite Radio Inc.
AMERICA LEFT	3046668	XM Satellite Radio Inc.
AMERICA RIGHT	3046669	XM Satellite Radio Inc.
ARTIST CONFIDENTIAL	3066419	XM Satellite Radio Inc.
ARTIST TO ARTIST	3308491	XM Satellite Radio Inc.
AUDIO VISIONS	2595310	XM Satellite Radio Inc.
BABBLE ON	2722272	XM Satellite Radio Inc.
BASEBALL CONFIDENTIAL	3419944	XM Satellite Radio Inc.
BEYOND AM. BEYOND FM.	2633014	XM Satellite Radio Inc.
BEYOND JAZZ	2572164	XM Satellite Radio Inc.
BLUEGRASS JUNCTION	2821513	XM Satellite Radio Inc.
BONE YARD	2622244	XM Satellite Radio Inc.
BPM	2660679	XM Satellite Radio Inc.
BROADMINDED	3367177	XM Satellite Radio Inc.
CARICIA	2712042	XM Satellite Radio Inc.

CHROME	2655860	XM Satellite Radio Inc.
CINEMAGIC	2613210	XM Satellite Radio Inc.
CLASSICAL CONFIDENTIAL	3178614	XM Satellite Radio Inc.
CLUB 82	2592906	XM Satellite Radio Inc.
CROSS COUNTRY	2640784	XM Satellite Radio Inc.
DEEP TRACKS	2586713	XM Satellite Radio Inc.
DIALED IN	3143496	XM Satellite Radio Inc.
DOWNSTAGE CENTER	3055999	XM Satellite Radio Inc.
ENLIGHTEN	3080287	XM Satellite Radio Inc.
ETHEL	2618959	XM Satellite Radio Inc.
FINE TUNING	2564380	XM Satellite Radio Inc.
FIRST WAS AM, THEN FM, AND NOW...XM SATELLITE RADIO	2643696	XM Satellite Radio Inc.
FRANK'S PLACE	2595309	XM Satellite Radio Inc.
FRED	2964455	XM Satellite Radio Inc.
FUNGUS	2935874	XM Satellite Radio Inc.
HANK'S PLACE	2586174	XM Satellite Radio Inc.
HEAR IT. CLICK IT. SAVE IT.	3321544	XM Satellite Radio Inc.
HEAR MORE OF WHAT YOU LOVE	3318147	XM Satellite Radio Inc.
HIGH STANDARDS	3321771	XM Satellite Radio Inc.
HIGH VOLTAGE	3080264	XM Satellite Radio Inc.
HIGHWAY 15	2676946	XM Satellite Radio Inc.

HIGHWAY 16	2945687	XM Satellite Radio Inc.
HOME ICE	3370553	XM Satellite Radio Inc.
HOME PLATE	3211850	XM Satellite Radio Inc.
JAM ALERT	3005181	XM Satellite Radio Inc.
LET US INFOTAIN YOU	3517979	XM Satellite Radio Inc.
LIQUID METAL	2643695	XM Satellite Radio Inc.
LISTEN LARGE	3262828	XM Satellite Radio Inc.
LUCY	3226331	XM Satellite Radio Inc.
LUNA	2613510	XM Satellite Radio Inc.
MAKING THE TURN	3415308	XM Satellite Radio Inc.
MORNING BRIEFING	3396737	XM Satellite Radio Inc.
NAVTRAFFIC	3006291	XM Satellite Radio Inc.
NEXUS	3349660	XM Satellite Radio Inc.
OFFSTAGE	3345695	XM Satellite Radio Inc.
ON BROADWAY	2654778	XM Satellite Radio Inc.
ON THE ROCKS	2861907	XM Satellite Radio Inc.
OPEN ROAD	2660677	XM Satellite Radio Inc.
OPINIONATED WITH CHRIS DIMARCO	3394391	XM Satellite Radio Inc.
POTUS 08	3387111	XM Satellite Radio Inc.
POTUS LIVE	3396741	XM Satellite Radio Inc.
POWERSHIFT	3442994	XM Satellite Radio Inc.
PRESS POOL	3396739	XM Satellite Radio Inc.
RADIO AT FULL THROTTLE	2624806	XM Satellite Radio Inc.

RADIO TAJ	2687260	XM Satellite Radio Inc.
RADIO TO THE POWER OF X	2667134	XM Satellite Radio Inc.
ROADY	2921305	XM Satellite Radio Inc.
ROADYXT	3184854	XM Satellite Radio Inc.
SKYFI & DESIGN	2773239	XM Satellite Radio Inc.
SOUL STREET	2624362	XM Satellite Radio Inc.
SPECIAL X	2595311	XM Satellite Radio Inc.
SPIRIT	2618958	XM Satellite Radio Inc.
TAKE 5	3482167	XM Satellite Radio Inc.
THE BLEND	2918247	XM Satellite Radio Inc.
THE FISH	2660680	XM Satellite Radio Inc.
THE FLOW	2627752	XM Satellite Radio Inc.
THE GROOVE	2875999	XM Satellite Radio Inc.
THE HEART	2613211	XM Satellite Radio Inc.
THE JOINT	2652379	XM Satellite Radio Inc.
THE LOFT	2926537	XM Satellite Radio Inc.
THE MOVE	2660678	XM Satellite Radio Inc.
THE POWER	2748047	XM Satellite Radio Inc.
THE RHYME	2851290	XM Satellite Radio Inc.
THE TORCH	2687345	XM Satellite Radio Inc.
THE ULTIMATE PLAYLIST	2988328	XM Satellite Radio Inc.
THE VIRUS	3407319	XM Satellite Radio Inc.
THEN...AGAIN...LIVE!	2998812	XM Satellite Radio Inc.
UNSIGNED	2826644	XM Satellite Radio Inc.

U-POP	2733082	XM Satellite Radio Inc.
VERGE	3321032	XM Satellite Radio Inc.
VOX	2727741	XM Satellite Radio Inc.
WATERCOLORS	3334309	XM Satellite Radio Inc.
WATERCOLORS	2564379	XM Satellite Radio Inc.
WEATHER TO THE POWER OF X	2947365	XM Satellite Radio Inc.
WEIRDNESS	2684430	XM Satellite Radio Inc.
WHAT'S NEXT...NOW	3231316	XM Satellite Radio Inc.
WHERE EVERYONE IS AN INSIDER	3415462	XM Satellite Radio Inc.
WHEREVER YOU ARE SATURDAYS	3481912	XM Satellite Radio Inc.
WORLD ZONE	2595889	XM Satellite Radio Inc.
X COUNTRY	2655819	XM Satellite Radio Inc.
XM & Design	2556817	XM Satellite Radio Inc.
XM	2547677	XM Satellite Radio Inc.
XM CAFÉ	2851139	XM Satellite Radio Inc.
XM CLASSICS	2613209	XM Satellite Radio Inc.
XM COMEDY	2652593	XM Satellite Radio Inc.
XM CONNECT&PLAY & Design	3189976	XM Satellite Radio Inc.
XM FOR BUSINESS	3501129	XM Satellite Radio Inc.
XM KIDS	2702924	XM Satellite Radio Inc.
XM LINER NOTES	3117643	XM Satellite Radio Inc.
XM MUSIC LAB	2666915	XM Satellite Radio Inc.

XM NATION	2964990	XM Satellite Radio Inc.
XM ON DECK	3456163	XM Satellite Radio Inc.
XM PREVIEW	2583273	XM Satellite Radio Inc.
XM PUBLIC RADIO	3361162	XM Satellite Radio Inc.
XM RADIO	3577995	XM Satellite Radio Inc.
XM READY & Design	2810210	XM Satellite Radio Inc.
XM READY & Design	2621205	XM Satellite Radio Inc.
XM REFERENCE	3154577	XM Satellite Radio Inc.
XM SIGNAL	2986996	XM Satellite Radio Inc.
XM SPORTS NATION	3345612	XM Satellite Radio Inc.
XM2GO	3016015	XM Satellite Radio Inc.
XMDIRECT	2902875	XM Satellite Radio Inc.
XMLM	2572185	XM Satellite Radio Inc.
XMPR	3184229	XM Satellite Radio Inc.
XMSKYBOX	3149163	XM Satellite Radio Inc.
XMSN	3345628	XM Satellite Radio Inc.
XMU	2608188	XM Satellite Radio Inc.
XMWX & Design	3007285	XM Satellite Radio Inc.
XX	3419628	XM Satellite Radio Inc.
XPERIENCE XM	2732837	XM Satellite Radio Inc.

SECURITY AGREEMENT

dated as of January 28, 2003

among

XM SATELLITE RADIO INC.,

XM SATELLITE RADIO HOLDINGS INC.

and

XM EQUIPMENT LEASING LLC

as Grantors

and

THE BANK OF NEW YORK,

as Collateral Agent

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement"), dated as of January 28, 2003, made by XM SATELLITE RADIO INC., a Delaware corporation ("Company"), XM SATELLITE RADIO HOLDINGS INC., a Delaware corporation, ("Holdings"), XM EQUIPMENT LEASING LLC, a Delaware limited liability company ("XM Leasing Subsidiary") (the Company, Holdings, and XM Leasing Subsidiary, together with each subsidiary that may from time to time become a party hereto pursuant to Section 5.2, the "Grantors") and The Bank of New York, acting as collateral agent ("Collateral Agent") for the benefit of the Secured Parties (as defined below).

RECITALS

A. The Company and The Bank of New York, as Trustee (in such capacity, the "New Trustee"), have entered into that certain Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "New Indenture"), pursuant to which the Company may issue up to \$474,200,000 aggregate principal amount at maturity of its 14% Senior Secured Discount Notes due 2009 (the "New Notes").

B. The Company, Holdings and certain noteholders (the "Convertible Notes Noteholders") have entered into that certain Note Purchase Agreement, dated as of December 21, 2002, pursuant to which the Company and Holdings are issuing on the date hereof 10% Senior Secured Discount Convertible Notes due 2009 in an aggregate principal amount at maturity of up to \$415,800,000.

C. Company and Holdings have entered into (a) that certain Credit Agreement with General Motors Corporation ("General Motors"), dated as of the date hereof, pursuant to which the Company and Holdings may receive certain advances in an aggregate principal amount not to exceed \$100,000,000, and (b) that certain Note Purchase Agreement with OnStar Corporation ("OnStar"), dated as of December 21, 2002, pursuant to which the Company and Holdings are issuing on the date hereof 10% Series GM Senior Secured Convertible Notes due 2009 in the aggregate principal amount of \$89,042,387.

D. From time to time after the date hereof, the Company may, subject to the terms and conditions of the Secured Agreements (as defined below), incur additional indebtedness to obligees (the "Additional Creditors") that is pari passu in right of payment to the obligations described in Paragraphs A through C above.

E. Holdings has guaranteed the obligations of the Company under the New Indenture and the New Notes, and XM Leasing Subsidiary has guaranteed the obligations of the Company under each of the agreements described in Paragraphs A through C above.

F. Certain subsidiaries of the Company may from time to time execute and deliver guaranties in respect of each of the agreements described in Paragraphs A through D above and become Grantors hereunder.

G. The New Trustee, General Motors, OnStar, the Convertible Notes Noteholders, the Additional Creditors that from time to time become party thereto and The Bank of New York, as

Collateral Agent, have entered into that certain Intercreditor and Collateral Agency (General Security Agreement), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), pursuant to which, among other things, The Bank of New York was appointed to serve as Collateral Agent under this Agreement on behalf of the New Trustee, General Motors, OnStar, the Convertible Notes Noteholders and the other Persons from time to time constituting "New Secured Parties" thereunder (collectively, the "Secured Parties").

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and Collateral Agent, for and on behalf of itself and the Secured Parties, agree as follows:

1. DEFINITIONS.

1.1 GENERAL DEFINITIONS. In this Agreement, the following terms shall have the following meanings:

"Accounts" shall mean all "accounts" as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

"Acting Secured Parties" shall mean, as of any date of determination, the Secured Parties holding (or, in the case of the New Trustee, acting as trustee for the New Notes) more than 20% of the sum of (a) the unpaid Accreted Value of the New Notes, (b) the unpaid Accreted Value of the Convertible Notes, (c) the unpaid principal amount owing under the GM Convertible Notes, (d) the unpaid principal amount owing under the GM Loan Agreement, and (e) the unpaid principal amount owing under the Additional Debt (if any), or, if such debt is issued at a discount, the unpaid accreted value of such Additional Debt. Any action so taken by the New Trustee shall constitute an action on behalf of all of the New Notes without regard to the percentage of the New Holders directing or authorizing the New Trustee to take such action.

"Additional Grantors" shall mean those additional Persons that may become parties to this Agreement as additional Grantors, by executing a Joinder Agreement.

"Agreement" shall have the meaning set forth in the preamble.

"Boeing Credit Agreement" shall mean that certain Customer Credit Agreement, dated as of December 5, 2001, between Holdings and Boeing Capital Services Corporation and all other agreements relating thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Books" shall mean books and records of Grantors (including all of their Records indicating, summarizing, or evidencing assets (including the Collateral) or liabilities, all Records relating to Grantor's business operations or financial conditions, and all of their goods or General Intangibles related to such information.

"Capital Lease Obligations" shall mean a liability in respect of a capital lease that at the time any determination thereof is to be made would be required to be capitalized on a balance sheet in accordance with GAAP.

“Capital Stock” shall mean:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Chattel Paper” shall mean all “chattel paper” as defined in Article 9 of the UCC, including, without limitation, “electronic chattel paper” or “tangible chattel paper”, as each term is defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

“Collateral” shall have the meaning set forth in Section 2.1.

“Collateral Agent” shall have the meaning set forth in the preamble.

“Commercial Tort Claims” shall mean all “commercial tort claims” as defined in Article 9 of the UCC, including, without limitation, the commercial tort claims listed on Schedule 4.4(e), excluding assets described in the definition of Excluded Collateral.

“Commodities Accounts” shall mean all “commodity accounts” as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

“Communications Act” shall mean the Communications Act of 1934, as amended, and the rules and regulations of the FCC, as from time to time in effect.

“Controlled Foreign Corporation” shall mean “controlled foreign corporation” as defined in the United States Internal Revenue Code of 1986, as amended from time to time.

“Convertible Notes Noteholders” shall have the meaning set forth in the Recitals.

“Copyrights” shall mean (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 4.2(A) and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of any Grantor’s business symbolized by the foregoing and connected therewith, and (E) all of any Grantor’s rights corresponding thereto throughout the world; and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits, in each case, excluding assets described in the definition of Excluded Collateral.

“Deposit Accounts” shall mean all “deposit accounts” as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

“Document” shall mean “document” as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

“Equipment” shall mean all equipment (whether or not any such equipment is so attached to the real property that it constitutes fixtures), machinery, machine tools, motors, furniture, satellites, furnishings, vehicles (including motor vehicles), tools, parts, goods (other than consumer goods, farm products, or Inventory), wherever located, including all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, excluding assets described in the definition of Excluded Collateral.

“Excluded Collateral” shall mean all of each Grantor’s right, title, and interest in and to each of the following:

(a) any licenses issued by the FCC to any Grantor, including, without limitation, the licenses more fully described on Schedule 1.1 to the extent, but only to the extent that such Grantor is prohibited from granting a security interest therein pursuant to the Communications Act of 1934, as amended, and the policies and regulations promulgated thereunder, but the Collateral expressly includes, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses and the rights to receive all proceeds derived from or in connection with the sale, assignment or transfer of such licenses;

(b) assets securing Purchase Money Obligations or Capital Lease Obligations permitted to be incurred under the Secured Agreements;

(c) assets subject to that certain Amended and Restated Security Agreement, dated as of the date hereof, by the Company in favor of The Bank of New York, as collateral agent;

(d) any assets, agreements, leases, permits or licenses or other property that are not permitted to be subjected to a Lien hereunder without the consent of third parties, which consent has not been obtained, to the extent that the requirement of such consent is not rendered ineffective (meaning that such Lien would not create a default with respect to such assets, agreements, leases, permits or licenses or other property) by Article 9 of the UCC;

(e) the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the United States Internal Revenue Code of 1986, as amended, to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and each Grantor shall be deemed to have granted a security interest in, such greater percentage of capital stock of the applicable Controlled Foreign Corporation; and

(f) all rights, title and interest of Holdings and the Company in and to the “Collateral” described in the Boeing Credit Agreement, including, without limitation, the Ground Spare Satellite Bus described therein and certain insurance proceeds relating thereto.

"FCC" shall mean the Federal Communications Commission or any Governmental Body succeeding to the functions thereof.

"Financial Asset" shall mean any "financial asset" as defined in Article 8 of the UCC, excluding assets described in the definition of Excluded Collateral.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"General Intangibles" shall mean any "general intangible" as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

"General Motors" shall have the meaning set forth in the Recitals.

"Governmental Body" shall mean any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator.

"Grantor" shall have the meaning set forth in the preamble hereof.

"Instrument" shall mean any "instrument" as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

"Intellectual Property" shall mean, collectively, the Copyrights, the Patents, the Trademarks and the Intellectual Property Licenses.

"Intellectual Property Licenses" shall mean all rights under or interest in any Patent, Trademark or Copyright license agreements with any other party, whether a Grantor is a licensee or licensor under any such license agreement, excluding assets described in the definition of Excluded Collateral; provided, however, that Intellectual Property Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement and which prohibition is not rendered ineffective (meaning that such Lien would not create a default under such license agreement) by Article 9 of the UCC, except that upon the termination of such prohibitions for any reason whatsoever, such license agreement shall be deemed to be included in Intellectual Property Licenses.

"Intercreditor Agreement" shall have the meaning set forth in the Recitals.

"Inventory" shall mean any "inventory" as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

"Investment Property" shall mean all "investment property" as defined in Article 9 of the UCC, including all Securities, Securities Accounts and Commodities Accounts, excluding assets described in the definition of Excluded Collateral.

"Joinder Agreement" shall mean any joinder to this Agreement in substantially the form of Exhibit B.

"Letter-of-Credit Right" shall mean any "letter-of-credit right" as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest and any filing of or agreement to give any financing statement, under the UCC (or equivalent statutes) of any jurisdiction.

"Material" shall mean, with respect to any subject matter in the context of any representation, warranty or covenant under this Agreement that can be expressed in monetary terms, an amount in excess of \$5,000,000.

"Money" shall mean "money" as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

"New Holders" shall mean each Person in whose name any New Note is registered from time to time.

"New Notes" shall have the meaning set forth in the Recitals hereof.

"New Trustee" shall have the meaning set forth in the Recitals hereof.

"OnStar" shall have the meaning set forth in the Recitals.

"Patents" shall mean all (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 4.2(B), and (A) all extensions and adjustments thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all of Grantor's rights corresponding thereto throughout the world; and (ii) proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, excluding assets described in the definition of Excluded Collateral.

"Permitted Liens" shall mean Liens that constitute "Permitted Liens" within the meaning of each of the Secured Agreements or are otherwise not prohibited under any of the Secured Agreements.

"Purchase Money Obligations" shall mean obligations incurred in accordance with the Secured Agreements for the purpose of financing all or any part of the purchase price or cost of acquisition, construction, installation or improvement of property, plant equipment or other assets used in the business of any Grantor; provided that the Liens attributable to such

obligations cover only the assets acquired, constructed, installed or improved with such financing.

“Record” shall mean information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Secured Agreements” shall have the meaning set forth in Section 1 of the Intercreditor Agreement.

“Secured Obligations” shall have the meaning specified in Section 3.1.

“Secured Parties” shall have the meaning set forth in the recitals.

“Securities Accounts” shall mean all “securities accounts” as defined in Article 8 of the UCC, excluding assets described in the definition of Excluded Collateral.

“Security” shall mean any “security” as defined in Article 8 of the UCC, excluding assets described in the definition of Excluded Collateral.

“Security Agreement Supplement” shall mean any supplement to this agreement in substantially the form of Exhibit A.

“Subsidiary” shall have the meaning set forth in the Indenture.

“Supporting Obligation” shall mean any “supporting obligation” as defined in Article 9 of the UCC, excluding assets described in the definition of Excluded Collateral.

“Trademarks” shall mean (i) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 4.2(C), and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of any Grantor’s business symbolized by the foregoing and connected therewith, and (E) all of any Grantor’s rights corresponding thereto throughout the world; and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, in each case, excluding assets described in the definition of Excluded Collateral.

“Trustee” shall have the meaning set forth in the Recitals.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context requires, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

1.2 DEFINITIONS; INTERPRETATION. All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Intercreditor Agreement or, if not defined therein, in the UCC. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word "include" or "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

2. GRANT OF SECURITY.

2.1 GRANT OF SECURITY. Each Grantor hereby grants to Collateral Agent for its benefit and the benefit of the Secured Parties, a first priority security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, "Collateral"):

- (a) Accounts;
- (b) Books;
- (c) Chattel Paper;
- (d) Commercial Tort Claims;
- (e) Deposit Accounts;
- (f) Documents;
- (g) Equipment;
- (h) Financial Assets;
- (i) General Intangibles;
- (j) Intellectual Property;
- (k) Inventory;
- (l) Investment Property;
- (m) Instruments;

(n) Letter-of-Credit Rights;

(o) Money;

(p) Cash Equivalent Investments, or other assets of any Grantor that now or hereafter come into the possession, custody, or control of Collateral Agent;

(q) to the extent not otherwise included above, all Supporting Obligations relating to any of the foregoing;

(r) to the extent not otherwise included above, all other personal property of the Grantors of any kind or description; and

(s) to the extent not otherwise included above, all of the proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any or all of the foregoing;

provided, however, notwithstanding anything herein to the contrary, in no event shall the Collateral include any Excluded Collateral.

2.2 INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the rights and remedies of Collateral Agent hereunder shall be subject to and governed by the terms of the Intercreditor Agreement.

3. SECURITY FOR OBLIGATIONS.

3.1 SECURITY FOR OBLIGATIONS. With respect to each Grantor, this Agreement secures, and the Collateral granted by such Grantor is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. Section 362(a) (and any successor provision thereof)), of all obligations of such Grantor hereunder and under the Secured Agreements to which such Grantor is a party, and for all Secured Obligations (as defined in the Intercreditor Agreement) (the "Secured Obligations").

3.2 OBLIGATIONS REMAIN. Anything contained herein to the contrary notwithstanding (a) each Grantor shall remain liable under any partnership agreement or limited liability company agreement relating to any partnership interest or limited liability company interest included in the Collateral and any other contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; and (b) Collateral Agent shall not have any obligation or liability under any partnership agreement or limited liability company agreement relating to any partnership interest or limited liability company interest included in the Collateral and any other contracts and agreements included in the Collateral by reason of this Agreement, nor shall Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1 GENERALLY.

(a) *Representations and Warranties.* Each Grantor hereby represents and warrants on the date hereof that:

(i) it is the sole legal and beneficial owner of the Collateral with respect to which it is granting a security interest hereunder free and clear of all Liens other than Permitted Liens;

(ii) upon the filing of all UCC financing statements naming such Grantor as "Debtor" and Collateral Agent as "Secured Party" and describing the Collateral, in the filing offices set forth opposite such Grantor's name on Schedule 4.1 hereof and, to the extent not subject to Article 9 of the UCC, upon the recordation of the security interest granted hereunder in Patents, Trademarks and Copyrights in the applicable patent, trademark and copyright registries (including the United States Patent and Trademark Office and the United States Copyright Office), the security interests granted to Collateral Agent hereunder will constitute valid and, to the extent that a security interest in such Collateral (other than any Collateral constituting fixtures) can be perfected by the filing of financing statements under the UCC, perfected first priority Liens (subject in the case of priority only to Permitted Liens);

(iii) no authorization, approval or other action by, and no notice to or filing with, any Governmental Body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by Section 4.1(a)(ii) above, (B) as may be required, in connection with the disposition of any Investment Property, by laws generally affecting the offering and sale of Securities and (C) to the extent any consents or approvals are required under the Assignment of Claims Act of 1940 or the Communications Act; and

(iv) in the case of Material Instruments and Material Investment Property consisting of certificated securities, upon delivery of such instruments and the certificates representing such certificated securities (in the case of such certificated securities, duly endorsed or accompanied by duly executed instruments of assignment of transfer in blank) Collateral Agent will have a first priority perfected security interest in such Instruments and Investment Property (subject in the case of priority only to Permitted Liens).

(b) *Covenants and Agreements.* Each Grantor hereby covenants and agrees that:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens, and such Grantor shall (A) defend the Collateral against all Persons at any time claiming any interest therein and (B) file such financing or continuation

statements, or amendments thereto, as may be requested by the Collateral Agent to preserve the perfection of the security interests granted hereunder (other than any security interests in Collateral constituting fixtures);

(ii) it shall not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(iii) it shall not change Grantor's name or jurisdiction of organization unless it shall have (A) notified Collateral Agent in writing, by executing and delivering to Collateral Agent a completed Security Agreement Supplement, substantially in the form of Exhibit A attached hereto, together with a supplement to Schedule 4.1, at least thirty (30) days prior to any such change, identifying such new proposed name or jurisdiction of organization and (B) taken all actions necessary to maintain the continuous validity and perfection of Collateral Agent's security interest in the Collateral intended to be granted hereby;

(iv) it shall make payment of (A) all taxes, assessments, license fees, levies and other charges of Governmental Bodies imposed upon it which if unpaid, would be reasonably likely to become a Lien on the Collateral that is not a Permitted Lien, and (B) all claims (including, without limitation, claims for labor, services, materials and supplies) for sums which have become due and payable and which by law have or are reasonably likely to become a Lien upon any of the Collateral other than a Permitted Lien;

(v) upon such Grantor or any officer of such Grantor obtaining knowledge thereof, it shall promptly notify Collateral Agent in writing of the levy of any legal process against the Collateral or any portion thereof; and

(vi) it shall (A) within 15 calendar days after either the end of each calendar quarter or the request of the Collateral Agent (at the written direction of the Acting Secured Parties), report to Collateral Agent any new individual item of Collateral acquired by such Grantor during such quarter that (x) is Material, (y) is not Money, Letter-of-Credit Rights or the subject of the provisions of Section 4.4, and (z) was not previously disclosed hereunder, (B) provide such other information and take such other actions in connection with such new Collateral as Collateral Agent (at the written direction of the Acting Secured Parties) may reasonably request, and (C) to the extent not inconsistent with any other applicable provisions of this Agreement (including, without limitation, Section 5.1(a)(ii)(B)), take all actions necessary to create and perfect the security interest intended to be created hereby in such new Collateral; provided, however, that any failure to comply with the requirements of this Paragraph (vi) shall not constitute a Default if (I) the actions previously taken in connection with this Agreement are effective to create and perfect the security interest intended to be created hereby in such new Collateral, or (II) such failure is subsequently remedied at a time when no other Lien (other than a Permitted Lien) on such Collateral shall have attached and become perfected.

4.2 INTELLECTUAL PROPERTY.

(a) *Representations and Warranties.* Except with respect to any patents that have expired or been abandoned on the date hereof, each Grantor hereby represents and warrants, on the date hereof, that Schedule 4.2 sets forth a true and complete list of all United States federal registrations of and applications for Patents, Trademarks, and registered Copyrights owned by such Grantor and material to the business of such Grantor.

(b) *Covenants and Agreements.* Each Grantor hereby covenants and agrees as follows:

(i) except as permitted under the Secured Agreements, it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of such Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein or herein;

(ii) it shall take all reasonable steps in the United States Patent and Trademark Office and the United States Copyright Office, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by such Grantor and material to its business which is now or shall become included in the Collateral constituting Intellectual Property (except for such Intellectual Property with respect to which such Grantor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration) including, but not limited to, those items on Schedule 4.2(A), (B) and (C);

(iii) it shall (A) within 15 calendar days after either the end of each calendar year or the request of the Collateral Agent (at the written direction of the Acting Secured Parties), report to Collateral Agent (1) any new application that has been filed during the preceding calendar year in the name of such Grantor to register any Intellectual Property not constituting Excluded Collateral with the United States Patent and Trademark Office or the United States Copyright Office, and (2) any new registration of such Intellectual Property by any such office, in each case, by executing and delivering to Collateral Agent a completed Security Agreement Supplement, substantially in the form of Exhibit A attached hereto, together with a supplement to Schedule 4.2 and (B) provide Collateral Agent, within ten (10) days prior to any filing described in clause (i)(1) of this Paragraph (C), written notice of such filing; provided, however, that any failure to comply with the requirements of this clause (ii) shall not constitute a Default if (I) the actions previously taken in connection with this Agreement are effective, and following such filing will continue to be effective, to create and perfect the security interest intended to be created hereby in the Intellectual Property to which such filing relates, (II) such filing relates to Intellectual Property that is not reasonably expected to be material to the business of such Grantor at the time of such filing, or (III) such failure is subsequently remedied at a time when no other Lien (other than a Permitted Lien) on the Intellectual Property to which such filing relates shall have attached and become perfected; and

(iv) if requested by the Collateral Agent (such request to be given at the written request of the Acting Secured Parties) in connection with the actions required pursuant to Section 4.2(b)(i), it shall promptly execute and deliver to Collateral Agent any document required to acknowledge, confirm, register, record, or perfect Collateral Agent's interest in any part of the new Intellectual Property, whether now owned or hereafter acquired.

4.3 INVESTMENT PROPERTY.

(a) *Representations and Warranties.* Each Grantor hereby represents and warrants, that on the date hereof:

(i) Schedule 4.3 sets forth under the headings "Pledged Stock," "Pledged LLC Interests," and "Pledged Partnership Interests", all equity interests of Subsidiaries and all other Material equity interests owned by any Grantor included in the Collateral and such equity interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective companies thereof to the extent indicated on such Schedule;

(ii) it is the record and beneficial owner of the equity interests included in the Collateral free of all Liens, rights or claims of other Persons other than Permitted Liens; and

(iii) Schedule 4.3 sets forth under the heading "Pledged Debt" all of the Material issued and outstanding Indebtedness evidenced by an instrument or certificated security of the respective issuers thereof owing to such Grantor.

(b) *Covenants and Agreements.* Each Grantor hereby covenants and agrees that:

(i) it shall not vote to enable or take any other action to: (A) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that adversely affects the validity, perfection or priority of Collateral Agent's security interest, (B) permit any of its Subsidiaries to dispose of all or a material portion of their assets in a manner which would be prohibited under the Secured Agreements or (C) cause any issuer of any partnership interests or limited liability company interests included in the Collateral which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such partnership interests or limited liability company interests to be treated as securities for purposes of the UCC unless such Grantor shall take all steps necessary to establish Collateral Agent's "control" thereof;

(ii) it shall report to the Collateral Agent the acquisition of any new Material Investment Property not previously disclosed hereunder promptly following the acquisition thereof by delivering to Collateral Agent a completed Security Agreement Supplement, substantially in the form of Exhibit A attached hereto, together with a supplement to Schedule 4.3, reflecting such new Investment Property. To the extent that any Investment Property specified on such Schedule 4.3 constitutes certificated Capital

Stock of a Subsidiary or Material certificated Securities, such Grantor shall deliver such certificates to the Collateral Agent, together with undated stock powers executed in blank. Notwithstanding the foregoing, it is understood and agreed that the security interest of Collateral Agent shall attach to all Investment Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.3 as required hereby;

(iii) in the event such Grantor receives any dividends, interest, distributions or any securities or other property on account of any Collateral, then such dividends, interest, distributions, securities and other property shall be included in the definition of Collateral without further action; and

(iv) each Grantor consents to the grant by any other Grantor of a security interest in all Investment Property to Collateral Agent.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing, subject to applicable laws:

(A) each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or any Secured Agreement; and

(B) Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights it is entitled to exercise pursuant to clause (A) above.

(C) Upon the occurrence and during the continuation of an Event of Default, subject to applicable laws and the terms of the Secured Agreements and the Intercreditor Agreement:

(ii) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and

(iii) in order to permit Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to Collateral Agent all proxies, dividend payment orders and other instruments as necessary or as Collateral Agent (at the written direction of the Acting Secured Parties) may from

time to time reasonably request and (2) each Grantor acknowledges that Collateral Agent may utilize the power of attorney set forth in Section 6.

4.4 DOCUMENTS, CHATTEL PAPER, INSTRUMENTS AND DEPOSIT ACCOUNTS.

(a) If requested by the Collateral Agent in writing (such request to be given at the written direction of the Acting Secured Parties), each Grantor shall deliver to the Collateral Agent all Collateral consisting of Material Documents, Material Chattel Paper, Material promissory notes and Material Instruments (in each case, accompanied by stock powers, allonges or other instruments of transfer executed in blank, as applicable) promptly after such Grantor receives the same.

(b) If requested by the Collateral Agent in writing (such request to be given at the written direction of the Acting Secured Parties), each Grantor shall use commercially reasonable efforts (which shall be deemed to not include any obligation to pay money to any third party other than reasonable attorney's fees and expenses of the third party or other de minimus payments) to obtain authenticated control agreements from each issuer of uncertificated Securities, securities intermediary, or commodities intermediary issuing or holding any Material Financial Assets for the account of such Grantor.

(c) If requested by the Collateral Agent in writing (such request to be given at the written direction of the Acting Secured Parties), each Grantor shall use commercially reasonable efforts (which shall include customary fees charged by third parties that act as intermediaries but shall not be deemed to include any obligation to pay money to any third party other than reasonable attorney's fees and expenses of the third party or other de minimus payments) to obtain a control agreement with each bank or financial institution holding a Material Deposit Account for such Grantor, which agreement shall be in form and substance reasonably satisfactory to the Collateral Agent.

(d) Each Grantor shall take all steps necessary to grant the Collateral Agent control of all Material electronic chattel paper in accordance with the UCC.

(e) Each Grantor hereby represents and warrants, on the date hereof, that Schedule 4.4(e) sets forth all Material Commercial Tort Claims held by such Grantor against third parties. If requested by the Collateral Agent in writing (such request to be given at the written request of the Acting Secured Parties), each Grantor shall identify any new Material Commercial Tort Claims held by it at such time and shall deliver a completed Security Agreement Supplement, substantially in the form of Exhibit A attached hereto, together with a supplement to Schedule 4.4(e) identifying such new Commercial Tort Claims.

Upon the occurrence and during the continuance of an Event of Default, each Grantor shall not, without the Collateral Agent's prior written consent (such consent to be given at the written direction of the Required Secured Parties), grant any extension of the time of payment for any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whosoever thereon, other than extensions, credit, discounts, compromises or settlements

granted or made in the ordinary course of business and consistent with its current practices and in accordance with prudent and standard practices used in the industry in which such Grantor is engaged.

5. FURTHER ASSURANCES; ADDITIONAL GRANTORS.

5.1 FURTHER ASSURANCES.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or reasonably requested by Collateral Agent (such request to be given at the written request of the Acting Secured Parties) in order to create and/or maintain the validity, perfection or priority of and protect or enforce any security interest granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral; provided, however, that

(i) so long as no Default of Event of Default shall have occurred and be continuing, such Grantor shall not be required to take any actions to perfect or protect the security interest granted hereunder or enable the Collateral Agent to exercise and enforce its rights and remedies with respect to the Collateral other than as is expressly required pursuant to Sections 4.1, 4.2, 4.3 and 4.4 hereof, and

(ii) in no event shall such Grantor be obligated to perfect security interests in fixtures or obtain consents, waivers, acknowledgment or access agreements from any landlord, bailee or other similar party. Without limiting the generality of the foregoing, each Grantor shall:

(A) at any reasonable time and upon reasonable notice by Collateral Agent, exhibit the Collateral to and allow inspection of the Collateral by Collateral Agent, or persons designated by Collateral Agent; and

(B) appear in and defend any action or proceeding that may affect Grantor's title to or Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as are necessary or advisable to perfect the security interest granted to Collateral Agent herein, and the Collateral Agent hereby authorizes each Grantor to make any such filings contemplated by this Section 5.1(b). Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as is necessary, advisable or customary to ensure the perfection of the security interest in the Collateral granted to Collateral Agent herein. Each Grantor shall, promptly upon request by Collateral Agent (such request to be given at the written request of the Acting Secured Parties), furnish to Collateral Agent statements and schedules further identifying and describing the Collateral, all in reasonable detail.

(c) Each Grantor hereby authorizes Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.2 to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest; provided such approval or signature of Grantor shall not be required so long as an Event of Default exists.

5.2 ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Persons may become Additional Grantors, by executing a Joinder Agreement substantially in the form attached hereto as Exhibit B. Upon delivery of any such Joinder Agreement to Collateral Agent, notice of which is hereby waived by Grantors, (a) each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto and (b) the supplemental schedules thereto shall be incorporated into and become a part of and supplement the respective schedules to this Agreement; and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to such Joinder Agreement. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

6. ATTORNEY-IN-FACT.

6.1 POWER OF ATTORNEY. Each Grantor hereby irrevocably appoints Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor then in effect, from time to time in its discretion to take any action permitted under this Agreement and consistent with the relevant provisions of the Intercreditor Agreement and to execute any instrument that it may deem reasonably necessary or advisable to accomplish the purposes of this Agreement and the Intercreditor Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by Grantors pursuant to the Secured Agreements;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above, subject in all respects to the rights of any lender under the Credit Agreement to receive, endorse and collect the same;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings necessary or desirable for the

collection of any of the Collateral or otherwise to enforce the rights of Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as assignor;

(g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same, any such payments made by Collateral Agent to become obligations of such Grantor to Collateral Agent, due and payable immediately without demand; and

(h) upon the occurrence and during the continuance of any Event of Default and subject to the provisions of the UCC, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and to do, at Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things necessary to protect, preserve or realize upon the Collateral and Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2 NO DUTY ON THE PART OF COLLATERAL AGENT. The powers conferred on Collateral Agent hereunder are solely to protect the interests of Collateral Agent in the Collateral and shall not impose any duty upon Collateral Agent to exercise any such powers. Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct. No provision of this Agreement shall require Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

7. REMEDIES.

7.1 GENERALLY.

(a) Upon the occurrence and during the continuation of any Event of Default, Collateral Agent may, subject to the requirements of the Intercreditor Agreement and applicable law, including regulatory requirements, exercise any and all remedies and other rights provided under this Agreement and by applicable law, including, without limitation, the following:

(i) require Grantors to, and Grantors hereby agree that they shall at their expense and promptly upon request of Collateral Agent forthwith, assemble all or part of

the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place to be designated by Collateral Agent that is reasonably convenient to all parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process if such may be done without a breach of the peace; and

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC or any other applicable laws and also may without notice, except as specified below, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to the each Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) All amounts and proceeds (including checks and other instruments) received by any Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof following the occurrence and during the continuance of an Event of Default shall be received in trust for the benefit of Collateral Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.2 following the occurrence and during the continuance of an Event of Default. Upon demand from Collateral Agent, Grantors shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(d) Each Grantor hereby expressly waives and covenants not to assert any appraisalment, valuation, extension, redemption or similar laws, now or at any time hereafter in force, which might delay, prevent or otherwise impede the performance or enforcement of this Agreement.

7.2 APPLICATION OF PROCEEDS. Any cash held by Collateral Agent as Collateral and all cash proceeds received by Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be held by Collateral Agent as Collateral for, and then or at any time thereafter applied (after the payment of any amounts payable to Collateral Agent pursuant to Section 11.2 hereof) in whole or in part by Collateral

Agent for the benefit of the Secured Parties against the Secured Obligations in such order of application as is required by the Intercreditor Agreement. Any surplus of such cash or cash proceeds held by Collateral Agent and remaining after payment of all of the Secured Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

7.3 INVESTMENT PROPERTY. Each Grantor acknowledges and agrees that Collateral Agent may elect, with respect to the offer or sale of any or all of the Collateral constituting Investment Property or Securities, to conduct such offer and sale in such a manner as to avoid the need for registration or qualification of the Collateral or the offer and sale thereof under any federal or state securities laws and that Collateral Agent is authorized to comply with any limitation or restriction in connection with such sale as counsel may advise Collateral Agent is necessary in order to avoid any violation of applicable law or avoid obtaining approval of the sale or of the purchaser by any Governmental Body, including, without limitation, compliance with such procedures as may restrict the number of prospective bidders and purchasers, requiring that such prospective bidders and purchasers have certain qualifications, and restricting such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral. Each Grantor further acknowledges and agrees that any such transaction may be at prices and on terms less favorable than those which may be obtained through a public sale and not subject to such restrictions and agrees that, notwithstanding the foregoing, Collateral Agent is under no obligation to conduct any such public sale and may elect to impose any or all of the foregoing restrictions, or any other restrictions which may be necessary or desirable in order to avoid any such registration or qualification, at its sole discretion or with the consent or direction of the parties entitled to give direction pursuant to the Intercreditor Agreement.

7.4 INTELLECTUAL PROPERTY.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, subject to the Intercreditor Agreement:

(i) Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, Collateral Agent or otherwise, in Collateral Agent's sole discretion, to enforce any Intellectual Property which is material to such Grantor's business, in which event such Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that Collateral Agent shall elect not to bring suit to enforce any Intellectual Property which is material to such Grantor's business as provided in this Section, such Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any such Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement;

(ii) upon written demand from Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to Collateral Agent all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Collateral Agent receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property; and

(iv) Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done.

(b) If (i) an Event of Default shall have occurred and no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfers as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to Collateral Agent as aforesaid, subject to any disposition thereof that may have been made by Collateral Agent; provided, after giving effect to such reassignment, Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any Liens granted by or on behalf of Collateral Agent.

(c) Solely for the purpose of enabling Collateral Agent to exercise rights and remedies under this Section 7 and at such time as Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to Collateral Agent, to the extent it has the right to do so an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.5 FCC LICENSES.

Notwithstanding anything to the contrary contained in this Agreement, the Intercreditor Agreement, the Secured Agreements or in any other agreement, instrument or document

executed by any Grantor in connection with the Secured Agreements, to the extent that any FCC license is included in the Collateral, the Collateral Agent will not take any action pursuant to any document referred to above which would constitute or result in any assignment of any FCC license or any change of control (whether de jure or de facto) of any Grantor or subsidiary of any Grantor if such assignment of any FCC license or change of control would require, under then existing law, the prior approval of the FCC without first obtaining such prior approval of the FCC. Upon the occurrence of an Event of Default or at any time thereafter during the continuance thereof, subject to terms and conditions of this Agreement, each Grantor agrees to take any action that Collateral Agent may reasonably request in order to obtain from the FCC such approval as may be necessary to enable Collateral Agent to exercise and enjoy the full rights and benefits granted to Collateral Agent by this Agreement and the other documents referred to above, including specifically, at the cost and expense of each Grantor, the use of its best efforts to assist in obtaining approval of the FCC for any action or transaction contemplated by this Agreement for which such approval is or shall be required by law, and specifically, without limitation, upon request, to prepare, sign and file with the FCC the assignor's or transferor's portion of any application or applications for consent to the assignment of license or transfer of control necessary or appropriate under the FCC's rules and regulations for approval of (i) any sale or other disposition of the Collateral by or on behalf of Collateral Agent, or (ii) any assumption by Collateral Agent of voting rights in the Collateral effected in accordance with the terms of this Agreement. It is understood and agreed that all foreclosure and related actions will be made in accordance with the Communications Act and other applicable FCC regulations and published policies and decisions.

8. CONTINUING SECURITY INTEREST; TERMINATION AND RELEASE.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of all of the Secured Obligations, (ii) be binding upon the each Grantor, its successors and assigns and (iii) inure, together with the rights and remedies of Collateral Agent hereunder, to the benefit of Collateral Agent, the Secured Parties and their respective successors, transferees and assigns.

(b) Subject to Section 314(d) of the Trust Indenture Act of 1939, notwithstanding anything to the contrary in this Section 8, (i) the security interests created under this Agreement shall terminate upon the termination of the Intercreditor Agreement pursuant to Section 8.10 thereof or, if later, payment in full of the Secured Obligations, and (ii) the security interests created under this Agreement with respect to any Collateral that is permitted to be released pursuant to Section 6.8 of the Intercreditor Agreement shall automatically be released and, in each case, the Collateral Agent shall, at the request and expense of any Grantor (and, if requested by the Collateral Agent, upon the delivery of an officer's certificate by the Company certifying that such release is permitted under the Secured Agreements), cause to be assigned, transferred and delivered, against receipt but without recourse, warranty or representation whatsoever, all Collateral subject to such termination or release, as applicable, to or on the order of such Grantor, and shall execute and deliver to such Grantor at Grantor's expense such documents and instruments as such Grantor may reasonably request to evidence the release of such Collateral from the Lien of this Agreement, including, without limitation, any UCC termination statements and any filings with the United States Patent and Trademark Office or the United States Copyright Office.

9. STANDARD OF CARE; SECURED PARTY MAY PERFORM.

The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own similar property. None of the Collateral Agent, any Secured Party or any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 11.2 hereof. The Collateral Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

10. INDEMNITY.

(a) Each Grantor agrees to jointly and severally indemnify and hold harmless Collateral Agent and the Secured Parties, the respective affiliates of Collateral Agent and the Secured Parties, and the respective officers, directors, employees, agents (including, without limitation each of their counsel), and controlling persons of Collateral Agent and the Secured Parties, and each such affiliate (each, an "Indemnified Party") from and against any and all claims, actions and suits whether groundless or otherwise, and from and against any and all liabilities, losses, damages and costs and expenses (including, without limitation, the reasonable fees and disbursements of counsel and with respect to Collateral Agent, reasonably allocated costs and expenses of in-house counsel and legal staff) of every nature and character arising out of or in connection with any actual or threatened claim, litigation, investigation or proceeding relating to this Agreement or the Secured Agreements or the transactions contemplated hereby or thereby (other than any such actions or expenses resulting, as determined by a final order of a court of competent jurisdiction, from the gross negligence or willful misconduct of the Indemnified Party seeking indemnification hereunder), in each case including, without limitation, the reasonable fees and disbursements of counsel and allocated costs of in-house counsel and legal staff incurred in connection with any such claim investigation, litigation or other proceeding whether or not such Indemnified Party is a party thereto, and each Grantor agrees to reimburse each Indemnified Party, upon demand, for all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and disbursements of counsel and with respect to Collateral Agent and the Secured Parties, reasonably allocated costs and expenses of in-house counsel and legal staff) incurred in connection with any of the foregoing. In litigation, or the preparation therefor, Indemnified Parties shall each be entitled to select their own counsel and, in addition to the foregoing indemnity, each Grantor agrees to pay promptly the reasonable fees and expenses of such counsel. If, and to the extent that the obligations of any

Grantor under this Section 10 are unenforceable for any reason, such Grantor hereby agrees to make the maximum contribution to the payment in satisfaction of such obligations which is permissible under applicable law.

(b) No Grantor shall make any claim against any Indemnified Party for any special, indirect or consequential damages in respect of any breach or wrongful conduct (whether the claim therefor is based in contract, tort or duty imposed by law) in connection with, arising out of or in any way related to the transactions contemplated by, and the relationship established by the Secured Agreements, or any act, omission or event occurring in connection therewith, and hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in such Grantor's favor.

(c) The covenants contained in this Section 10 shall survive payment or satisfaction in full of all other of the Secured Obligations.

11. MISCELLANEOUS

11.1 NOTICES. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given to a Grantor or Collateral Agent shall be sent to such Person's address as set forth in the Intercreditor Agreement. All such notices and other communications shall, when mailed or telecopied, be effective when deposited in the mails or transmitted by telecopier, respectively.

11.2 EXPENSES. Each Grantor will upon demand make payment to Collateral Agent of any and all reasonable out-of-pocket sums, costs and expenses, which Collateral Agent may pay or incur pursuant to the provisions of this Agreement or in perfecting, defending, protecting or enforcing this Agreement or the security interests granted herein or in enforcing payment of all of the Secured Obligations or otherwise in connection with the provisions hereof, including, but not limited to court costs, reasonable collection charges, reasonable travel expenses, and reasonable attorneys' fees and expenses (including with respect to Collateral Agent, the reasonable allocated costs and expenses of in-house counsel and legal staff) all of which together with interest at the highest rate then payable under the Indenture, shall be part of the Secured Obligations. The covenants in this Section 11.2 shall survive payment or satisfaction in full of all other of the Secured Obligations.

11.3 AMENDMENTS AND WAIVERS. Subject to the requirements of Sections 6.6 and 6.7 of the Intercreditor Agreement, any consent or approval required or permitted by this Agreement to be given by Collateral Agent may be given, and any term of this Agreement, may be amended, and the performance or observance by the Grantors of any terms of this Agreement, or the continuance of any Default or Event of Default may be waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the written consent of the Grantors and the written consent of Collateral Agent. No waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. No course of dealing or delay or omission on the part of Collateral Agent or any Secured Party in exercising any right shall operate as a waiver thereof or otherwise be prejudicial thereto. No notice to or demand upon the Grantors shall entitle the Grantors to other or further notice or demand in similar or other circumstances. Upon the delivery of any Security Agreement Supplement, the

supplemental schedules thereto shall be incorporated into and become a part of and supplement the respective schedules to this Agreement; and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to such Security Agreement Supplement.

11.4 SUCCESSIONS AND ASSIGNS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns including all persons who become bound as Grantor to this Agreement. No Grantor shall, except as permitted under the Secured Agreements, assign any right, duty or obligation hereunder.

11.5 INDEPENDENCE OF COVENANTS. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

11.6 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS. All representations, warranties and agreements made herein shall survive the execution and delivery hereof. Notwithstanding anything herein or implied by law to the contrary, the agreements of Grantors set forth in Sections 10 and 11.2 shall survive the payment of the Secured Obligations under the Indenture and the termination hereof.

11.7 NO WAIVER; REMEDIES CUMULATIVE. No failure or delay on the part of Collateral Agent in the exercise of any power, right or privilege hereunder or under any Secured Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights, powers and remedies existing under this Agreement and the Secured Agreements are cumulative, and not exclusive of, any rights or remedies otherwise available. Any forbearance or failure to exercise, and any delay in exercising, any right, power or remedy hereunder shall not impair any such right, power or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power or remedy.

11.8 MARSHALING; PAYMENTS SET ASIDE. The Collateral Agent shall not be under any obligation to marshal any assets in favor of any Grantor or any other Person or against or in payment of any or all of the Secured Obligations.

11.9 SEVERABILITY. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

11.10 HEADINGS. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

11.11 APPLICABLE LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any conflicts of

laws principles thereof other than New York General Obligations Law Sections 5-1401 and 5-1402.

11.12 CONSENT TO JURISDICTION. Each Grantor hereby appoints C T Corporation System (the "Process Agent") at 111 Eighth Avenue, New York, New York 10011, as its legally authorized process agent to accept service on behalf of such Grantor. Each Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and service of process in any such suit being made upon such Grantor by mail to the Process Agent at the address specified above. Each Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

11.13 WAIVER OF JURY TRIAL. Each Grantor hereby waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement, or any of the Secured Agreements, any rights or obligations hereunder or thereunder or the performance of such rights and obligations.

11.14 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

11.15 EFFECTIVENESS. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by Collateral Agent of written or telephonic notification of such execution and authorization of delivery thereof.

11.16 ENTIRE AGREEMENT. This Agreement and the Intercreditor Agreement embody the entire agreement and understanding between Grantors and Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. There are no unwritten oral agreements between the parties.

11.17 TRUST INDENTURE ACT CONTROLS. If any provision of this Agreement limits, qualifies or conflicts with the duties imposed by the Trust Indenture Act of 1939 as in effect on the date of this Agreement, the imposed duties shall control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

XM SATELLITE RADIO INC.

By: /s/ Joseph M. Titlebaum
Name: Joseph M. Titlebaum
Title: Senior Vice President, General Counsel and Secretary

XM SATELLITE RADIO HOLDINGS INC.

By: /s/ Joseph M. Titlebaum
Name: Joseph M. Titlebaum
Title: Senior Vice President, General Counsel and Secretary

XM EQUIPMENT LEASING LLC

By: /s/ Joseph M. Titlebaum
Name: Joseph M. Titlebaum
Title: Senior Vice President, General Counsel and Secretary

THE BANK OF NEW YORK,
as Collateral Agent

By: /s/ John Guiliano
Name: John Guiliano
Title: Vice President

SIGNATURE PAGE

NEWYORK 259239v.1

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EXHIBIT 4.9

FIRST AMENDMENT
TO SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT (this "AMENDMENT") dated as of June 12, 2003, among XM Satellite Radio Inc., a Delaware corporation ("COMPANY"), XM Satellite Radio Holdings Inc., a Delaware corporation, ("HOLDINGS"), XM Equipment Leasing LLC, a Delaware limited liability company ("XM LEASING SUBSIDIARY") and The Bank of New York, acting as collateral agent ("COLLATERAL AGENT").

WITNESSETH

WHEREAS, the Company, Holdings, XM Leasing Subsidiary and the Collateral Agent are parties to that certain Security Agreement, dated as of January 28, 2003 (as amended by this Amendment, the "SECURITY AGREEMENT"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Security Agreement;

WHEREAS, the Company, Holdings, XM Leasing Subsidiary and the Collateral Agent have agreed to amend the Security Agreement as set forth herein; and

WHEREAS, the Collateral Agent has been instructed by the Required Secured Parties under the Intercreditor Agreement to enter into this Amendment;

NOW, THEREFORE, subject to the terms and conditions set forth below, it is agreed:

1. Paragraph G of the Recitals of the Security Agreement is hereby amended by:

- A. inserting the word "Agreement" before the phrase "(General Security Agreement)" and
- B. deleting the phrase "New Secured Parties" and substituting in lieu thereof the phrase "Additional Creditors".

2. Section 3.1 of the Security Agreement is hereby amended by:

- A. deleting the phrase "Grantor is a party, and for all" and substituting in lieu thereof the phrase "Grantor is a party and all" and
- B. inserting the phrase "of such Grantor" immediately before the phrase "(the "SECURED OBLIGATIONS")".

3. This Amendment shall be effective on the date hereof.

4. This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Security

Agreement.

AMENDMENT NO. 1 TO SECURITY AGREEMENT

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5. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

6. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any conflicts of laws principles thereof other than New York General Obligations Law Sections 5-1401 and 5-1402.

7. From and after the date hereof, all references in the Security Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Security Agreement shall be deemed to be references to the Security Agreement as modified hereby.

AMENDMENT NO. 1 TO SECURITY AGREEMENT

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IN WITNESS WHEREOF, Grantors and Collateral Agent have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

XM SATELLITE RADIO INC.

By: /s/ Joseph M. Titlebaum

Joseph M. Titlebaum
Executive Vice President, General Counsel
and Secretary

XM SATELLITE RADIO HOLDINGS INC.

By: /s/ Joseph M. Titlebaum

Joseph M. Titlebaum
Executive Vice President, General Counsel
and Secretary

XM EQUIPMENT LEASING LLC

By: /s/ Joseph M. Titlebaum

Joseph M. Titlebaum
Executive Vice President, General Counsel
and Secretary

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AMENDMENT NO. 1 TO SECURITY AGREEMENT

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(CONTINUED SIGNATURE PAGE)

THE BANK OF NEW YORK,
as Collateral Agent

By: /s/ John Guiliano

Name: John Guiliano
Title: Vice President

</TEXT>

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EXECUTION COPY**SECOND AMENDMENT
TO SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO SECURITY AGREEMENT (this "Amendment"), dated as of March 6, 2009, among XM Satellite Radio Inc., a Delaware corporation ("Company"), XM Satellite Radio Holdings Inc., a Delaware corporation, ("Holdings"), XM Equipment Leasing LLC, a Delaware limited liability company ("XM Leasing Subsidiary") and JPMorgan Chase Bank, N.A. (as successor in interest to The Bank of New York), acting as collateral agent ("Collateral Agent").

WITNESSETH

WHEREAS, Company, Holdings, XM Leasing Subsidiary and Collateral Agent are parties to that certain Security Agreement, dated as of January 28, 2003, as amended by the First Amendment to Security Agreement, dated as of June 12, 2003 (as amended by this Amendment, the "Security Agreement");

WHEREAS, Company, Holdings, XM Leasing Subsidiary and Collateral Agent have agreed to amend the Security Agreement as set forth herein; and

WHEREAS, Collateral Agent has been instructed by the Required Secured Parties under the Intercreditor Agreement to enter into this Amendment;

NOW, THEREFORE, subject to the terms and conditions set forth below, it is agreed:

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Security Agreement.

SECTION 2. Amendments to Security Agreement.

(a) Section 1.1 of the Security Agreement is hereby amended by adding the following definitions in the appropriate alphabetical order:

"1500 Eckington Equity Interests" means the Capital Stock of XM 1500 Eckington LLC, a Delaware limited liability company.;

"Boeing Credit Agreement Collateral" means the all rights, title and interest in and to the "Collateral" described in the Boeing Credit Agreement, including, without limitation, the "Ground Spare Satellite Bus" described therein and certain insurance proceeds relating thereto.;

"Fixtures" shall mean any "fixtures" as defined in Article 9 of the UCC.

"Goods" shall mean any "goods" as defined in Article 9 of the UCC.

"XM-4 Satellite Collateral" means the satellite known as XM-4 and all assets, licenses and/or usage rights associated therewith; and

"XM Investment Equity Interests" means the Capital Stock of XM Investment LLC, a Delaware limited liability company.

(b) The definitions of: "Accounts"; "Chattel Paper"; "Commercial Tort Claims"; "Commodities Accounts"; "Deposit Accounts"; "Document"; "Financial Asset"; "General Intangibles"; "Instrument"; "Intellectual Property Licenses"; "Inventory"; "Investment Property"; "Letter-of-Credit Right"; "Money"; "Patents"; "Securities Accounts"; "Security"; "Supporting Obligation"; and "Trademarks" each as set forth in Section 1.1 of the Security Agreement are hereby amended by deleting the phrase ", excluding assets described in the definition of Excluded Collateral" set forth in each such definition.

(c) The definition of "Collateral" set forth in Section 1.1 of the Security Agreement is hereby amended and restated as follows:

"Collateral" shall have the meaning set forth in Section 2.1 and, for the avoidance of doubt, shall include all Collateral granted pursuant to Section 2.3.

(d) The definition of "Collateral Agent" set forth in Section 1.1 of the Security Agreement is hereby amended and restated as follows:

"Collateral Agent" shall mean JPMorgan Chase Bank, N.A. (as successor in interest to The Bank of New York), acting as collateral agent.

(e) The definition of "Copyrights" set forth in Section 1.1 of the Security Agreement is hereby amended by deleting the phrase ", in each case, excluding assets described in the definition of Excluded Collateral" set forth therein.

(f) The definition of "Equipment" set forth in Section 1.1 of the Security Agreement is hereby amended and restated as follows:

"Equipment" shall mean all "equipment" as defined in Article 9 of the UCC.

(g) The definition of "Excluded Collateral" set forth in Section 1.1 of the Security Agreement is hereby amended and restated as follows:

"Excluded Collateral" shall mean all of each Grantor's right, title, and interest in and to each of the following:

(a) any licenses issued by the FCC to any Grantor, including, without limitation, the licenses more fully described on Schedule 1.1 to the extent, but only to the extent that such Grantor is prohibited from granting a security interest therein pursuant to the Communications Act of 1934, as amended, and the policies and regulations promulgated thereunder, but the Collateral expressly includes, to the maximum extent permitted by law, all rights incident or appurtenant to such licenses and the rights to receive all proceeds derived from or in connection with the sale, assignment or transfer of such licenses;

(b) assets subject to that certain Amended and Restated Security Agreement, dated as of January 28, 2003, by Company in favor of Collateral Agent (such agreement providing for the pledge by Company in favor of Collateral Agent of Capital Stock in XM Radio Inc.);

(c) the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the United States Internal Revenue Code of 1986, as amended, to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and each Grantor shall be deemed to have granted a security interest in, such greater percentage of capital stock of the applicable Controlled Foreign Corporation; and

(d) any assets of XM 1500 Eckington LLC or XM Investment LLC, provided, that such assets shall only constitute "Excluded Collateral" hereunder for so long as the restriction in the PIK secured notes, issued by Holdings pursuant to that certain indenture, dated as of February 13, 2009, among Holdings, Sirius XM Radio Inc, XM 1500 Eckington LLC, XM Investment LLC and U.S. Bank National Association, as trustee and collateral trustee, prevents 1500 Eckington LLC or XM Investment from pledging its assets.

(h) The definition of "Material" set forth in Section 1.1 of the Security Agreement is hereby amended and restated as follows:

"Material" shall mean, (i) with respect to any Deposit Account, Securities Account or uncertificated Securities, such account individually contains (and each such uncertificated Security individually represents) assets of more than \$1,000,000, provided that all such accounts and uncertificated Securities shall be

considered "Material" if all such accounts and uncertificated Securities in the aggregate contain or represent assets of more than \$5,000,000; and (ii) with respect to any subject matter in the context of any representation, warranty or covenant under this Agreement that can be expressed in monetary terms, an amount in excess of \$1,000,000.

(i) The definition of "Subsidiary" set forth in Section 1.1 of the Security Agreement is hereby amended and restated as follows:

"Subsidiary" means, with respect to any specified Person:

(a) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(b) any partnership, trust or limited liability company (i) the sole general partner or the managing general partner, or the sole manager or trustee, of which is such Person or a Subsidiary of such Person or (ii) the only general partners or managing members of which are such Person or one or more Subsidiaries of such Person (or a combination thereof).

(j) Section 2.1(R) of the Security Agreement is hereby amended and restated as follows:

"(R) to the extent not otherwise included above, all Goods, including Fixtures, and all other personal property of the Grantors of any kind or description; and".

(k) A new Section 2.3 is hereby added to the Security Agreement immediately following Section 2.2 as follows:

"2.3. ADDITIONAL GRANT. In addition to and not in limitation of Section 2.1, each Grantor hereby grants to Collateral Agent for its benefit and the benefit of the Secured Parties, a first priority security interest and continuing lien on all of such Grantor's, right, title and interest in, to and under the 1500 Eckington Equity Interests, the XM Investment Equity Interests, the Boeing Credit Agreement Collateral and, to the extent not already subject to the Lien hereunder, the XM 4 Satellite Collateral, and all proceeds and

products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance covering any of the foregoing.”

(l) Section 4.1(a)(C) of the Security Agreement is hereby amended and restated as follows:

“(C) no authorization, approval or other action by, and no notice to or filing with, any Governmental Body or any other Person is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of Collateral Agent hereunder and the performance of its obligations under this Agreement or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by Section 4.1(a)(B) above, (B) as may be required, in connection with the disposition of any Investment Property, by laws generally affecting the offering and sale of Securities and (C) to the extent any consents or approvals are required under the Assignment of Claims Act of 1940 or the Communications Act;”

(m) Section 4.1(a)(D) of the Security Agreement is hereby amended and restated as follows:

“(D) in the case of Material Instruments and Material Investment Property consisting of certificated Securities, upon delivery to Collateral Agent of such instruments and the certificates representing such certificated Securities (in the case of such certificated Securities, duly endorsed or accompanied by duly executed instruments of assignment of transfer in blank), Collateral Agent will have a first priority perfected security interest in such Instruments and certificated Securities (subject, solely in the case of Material Investment Property consisting of certificated Securities, in the case of priority only to Permitted Liens).”

(n) Section 4.1(b)(A) of the Security Agreement is hereby amended by deleting the parenthetical “(other than any security interests in Collateral constituting fixtures)” set forth therein.

(o) Section 4.1(b)(F) of the Security Agreement is hereby amended and restated as follows:

“it shall (i) within 15 calendar days after either the end of each calendar quarter the request of Collateral Agent (at the written direction of the Acting Secured Parties), report to Collateral Agent

any new individual item of Collateral acquired by such Grantor during such quarter that (x) is Material, (y) is not Money or the subject of the provisions of Section 4.4, and (z) was not previously disclosed hereunder, (ii) provide such other information and take such other actions in connection with such new Collateral as Collateral Agent (at the written direction of the Acting Secured Parties) may reasonably request, and (iii) to the extent not inconsistent with any other applicable provisions of this Agreement (including, without limitation, Section 5.1(a)(ii)), take all actions necessary to create and perfect the security interest intended to be created hereby in such new Collateral; provided, however, that any failure to comply with the requirements of this Paragraph (F) shall not constitute a Default if the actions previously taken in connection with this Agreement are effective to create and perfect the security interest intended to be created hereby in such new Collateral."

(p) Section 4.2(b)(C) of the Security Agreement is hereby amended and restated as follows:

"it shall (i) within 15 calendar days after either the end of each calendar quarter or the request of Collateral Agent (at the written direction of the Acting Secured Parties), report to Collateral Agent (1) any new application that has been filed during the preceding calendar year in the name of such Grantor to register any Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, and (2) any new registration of such Intellectual Property by any such office, in each case, by executing and delivering to Collateral Agent a completed Security Agreement Supplement, substantially in the form of Exhibit A attached hereto, together with a supplement to Schedule 4.2 and (ii) provide Collateral Agent, within ten (10) days prior to any filing described in clause (i)(1) of this Paragraph (C), written notice of such filing; provided, however, that any failure to comply with the requirements of this clause (ii) shall not constitute a Default if (I) the actions previously taken in connection with this Agreement are effective, and following such filing will continue to be effective, to create and perfect the security interest intended to be created hereby in the Intellectual Property to which such filing relates or (II) such filing relates to Intellectual Property that is not reasonably expected to be material to the business of such Grantor at the time of such filing;"

(q) Section 4.3(b)(B) of the Security Agreement is hereby amended by deleting the last sentence set forth therein.

(r) Section 4.3(b)(C) of the Security Agreement is hereby amended by adding the following language immediately prior to the semi colon: "and, if received by Grantor, shall not be commingled by Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and the other Secured Parties and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsements, stock powers and other instruments of transfer)".

(s) Section 4.4(a) of the Security Agreement is hereby amended and restated as follows:

"(a) Each Grantor shall deliver to Collateral Agent all Collateral consisting of Material Documents, Material Chattel Paper, Material promissory notes and Material Instruments (in each case, accompanied by stock powers, allonges or other instruments of transfer executed in blank, as applicable) promptly after such Grantor receives the same."

(t) Section 4.4(b) of the Security Agreement is hereby amended and restated as follows:

"(b) Each Grantor shall obtain an authenticated control agreement from each issuer of uncertificated Securities or securities intermediary issuing or holding any Material uncertificated Securities or Material Securities Accounts for the account of such Grantor, which agreement shall provide "control" (within the meaning of Sections 8-106 and 9-106 of the UCC) by Collateral Agent over such uncertificated Securities or Securities Accounts and otherwise be in form and substance satisfactory to Collateral Agent."

(u) Section 4.4(c) of the Security Agreement is hereby amended and restated as follows:

"(c) Each Grantor shall obtain an authenticated control agreement with each bank or financial institution holding a Material Deposit Account for such Grantor, which agreement shall provide "control" (within the meaning of Section 9-104 of the UCC) by Collateral Agent over such Deposit Account and otherwise be in form and substance satisfactory to Collateral Agent, provided, however, Borrower shall not be obligated to obtain an authenticated control agreement relating to the deposit accounts maintained by Borrower with Bank of America as of March 6, 2009 and which (i) have an aggregate account balance at any time not exceeding \$20,000,000 (from March 6, 2009 to April 1, 2009) or \$15,000,000 (from April 1, 2009 to (and including) April 30, 2009) and (ii) shall be closed by April 30, 2009.

(v) Section 4.4(e) of the Security Agreement is hereby amended and restated as follows:

“(e) Each Grantor hereby represents and warrants, on the date hereof, that Schedule 4.4(e) sets forth all Material Commercial Tort Claims held by such Grantor against third parties. Promptly upon becoming aware thereof, each Grantor shall identify any new Material Commercial Tort Claims held by it and shall deliver a completed Security Agreement Supplement, substantially in the form of Exhibit A attached hereto, together with a supplement to Schedule 4.4(e) identifying such new Commercial Tort Claims.”.

(w) Section 5.1(a) of the Security Agreement is hereby amended by amending and restating the first sentence thereof as follows:

“Each Grantor agrees that from time to time, at the expense of such Grantor, it shall promptly execute and deliver all further instruments and documents (including a sufficient description of the real property related to any fixture filing) and take all further action, that may be necessary or reasonably requested by Collateral Agent (such request to be given at the written request of the Acting Secured Parties) in order to create and/or maintain the validity, perfection or priority of and protect or enforce any security interest granted or purported to be granted hereby or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.”.

(x) Section 5.1(c) of the Security Agreement is hereby amended and restated as follows:

“Each Grantor hereby authorizes Collateral Agent, with prompt notice thereof to such Grantor, to supplement this Agreement by supplementing Schedule 4.2 or adding additional schedules hereto to specifically identify any asset or item that may constitute Intellectual Property; provided that any Grantor shall have the right, exercisable within 10 days after it has been notified by Collateral Agent of the specific identification of such Collateral, to advise Collateral Agent in writing of any inaccuracy (i) with respect to such supplement or additional schedule or (ii) of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by Collateral Agent of the specific identification of such Collateral.”.

(y) A new Section 4.5 is hereby added to the Security Agreement immediately following Section 4.4 which shall incorporate each of the representations and covenants set forth on Schedule I to this Amendment.

(z) A new Section 4.6 is hereby added to the Security Agreement immediately following Section 4.5 as follows:

"Section 4.6 INCORPORATION OF SECOND LIEN REPRESENTATIONS AND COVENANTS. In addition to the representations, warranties and covenants made by any Grantor in this Agreement, each Grantor hereby agrees that any and all representations, warranties and covenants made by such Grantor and as set forth on March 6, 2009 in that certain Guarantee and Collateral Agreement, dated as of March 6, 2009, among Holdings, Company, the subsidiary guarantors party thereto and Liberty Media Corporation, as administrative agent, shall be deemed made by such Grantor to and for the benefit of Collateral Agent as if such representation, warranty and covenant were fully set forth herein, *mutatis mutandis*."

(aa) Section 6.1(c) of the Security Agreement is hereby amended and restated as follows:

"(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;"

(bb) Section 7.1(b) of the Security Agreement is hereby amended by adding the following sentence immediately following the last sentence thereof: **"At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefore."**

(cc) Section 8(b) of the Security Agreement is hereby amended by deleting the reference to **"Section 6.8 of the Interecreditor Agreement"** set forth therein and replacing it with the reference to **"Section 6.7 of the Intercreditor Agreement"**.

(dd) Section 9 of the Security Agreement is hereby amended by deleting the word **"Trustee"** set forth in the last sentence therein and replacing it with the words **"Collateral Agent"**.

(ee) Section 11.11 of the Security Agreement is hereby amended and restated as follows:

"11.11 APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York."

(ff) A new Section 11.18 is hereby added to the Security Agreement immediately following Section 11.17 as follows:

"11.17. **SPECIFIC PERFORMANCE.** The parties agree that irreparable damage would occur and that Collateral Agent and the other Secured Parties would not have any adequate remedy at law in the event that any provision of Sections 4.5(b)(C), 4.5(b)(D) and 4.5(b)(E) were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that Collateral Agent and the Secured Parties shall be entitled to an injunction or injunctions to prevent breaches of such Sections by any Grantor and to enforce specifically the terms and provisions of this Agreement in any court referred to in Section 11.12, this being in addition to any other remedy to which they are entitled at law or in equity. Each Grantor hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance referred to in the immediately preceding sentence that may be brought by Collateral Agent or the Secured Parties.

(gg) Schedules 1.1, 4.1, 4.2, 4.3, and 4.4(e) to the Security Agreement are hereby amended and restated in their entirety by Schedules 1.1, 4.1, 4.2, 4.3, and 4.4(e) attached hereto.

SECTION 3. Reaffirmation.

(a) Each of Holdings, Company and XM Leasing Subsidiary hereby agrees and confirms, both before and after giving effect to the execution of the Amended and Restated Credit Agreement, dated as of March 6, 2009, among Company, Holdings, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the "Senior Secured Credit Agreement"), that it is bound by the Security Agreement and all of the Collateral described therein does and shall continue to secure the payment of all Secured Obligations (including without limitation, the Borrower Obligations and the Guarantor Obligations, each as defined in the Senior Secured Credit Agreement). Each of Holdings, Company and XM Leasing Subsidiary hereby reaffirms its grant of a security interest in the Collateral to Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations (including without limitation, the Borrower Obligations and the Guarantor Obligations, each as defined in the Senior Secured Credit Agreement). The Security Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Each of Holdings, Company and XM Leasing Subsidiary hereby certifies that the representations and warranties set forth in Section 4 of the Security Agreement are true and correct as of the date hereof.

(b) Company hereby agrees and confirms, both before and after giving effect to the execution of the Senior Secured Credit Agreement, that it is bound by the Amended and Restated Security Agreement, dated as of January 28, 2003, between Company and Collateral Agent (the

"FCC License Subsidiary Pledge Agreement") and all of the Collateral (as defined in the FCC License Subsidiary Pledge Agreement) does and shall continue to secure the payment of all Secured Obligations (as defined in the FCC License Subsidiary Pledge Agreement) (including without limitation, the Borrower Obligations and the Guarantor Obligations, each as defined in the Senior Secured Credit Agreement). Company hereby reaffirms its grant of a security interest in the Collateral (as defined in the FCC License Subsidiary Pledge Agreement) to Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations (as defined in the FCC License Subsidiary Pledge Agreement) (including without limitation, the Borrower Obligations and the Guarantor Obligations, each as defined in the Senior Secured Credit Agreement). The FCC License Subsidiary Pledge Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Company hereby certifies that the representations and warranties set forth in Section 5 of the FCC License Subsidiary Pledge Agreement are true and correct as of the date hereof.

SECTION 4. Miscellaneous.

- (a) This Amendment shall be effective on the date hereof.
- (b) This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Security Agreement.
- (c) This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- (d) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.
- (e) From and after the date hereof, all references in the Security Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Security Agreement shall be deemed to be references to the Security Agreement as modified hereby.


IN WITNESS WHEREOF, Holdings, Company, XM Lending Subsidiary and Collateral Agent have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

XM SATELLITE RADIO INC.

By: *Patrick L. Donnelly*
Name: Patrick L. Donnelly
Title: Secretary


[Second Amendment to Security Agreement Signature Page]

XIM SATELLITE RADIO HOLDINGS INC.

By: 
Name: Patrick L. Danahy
Title: Secretary

[Second Amendment to Security Agreement Signature Page]

XM EQUIPMENT LEASING LLC

By: 
Name: Patrick L. Donnelly
Title: Secretary

[Second Amendment to Security Agreement Signature Page]

IN WITNESS WHEREOF, Holdings, Company, XM Leasing Subsidiary and Collateral Agent have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

XM SATELLITE RADIO INC.

By: _____
Name:
Title:

XM SATELLITE RADIO HOLDINGS INC.

By: _____
Name:
Title:

XM EQUIPMENT LEASING LLC

By: _____
Name:
Title:

JPMORGAN CHASE BANK N.A. (as successor
in interest to The Bank of New York), as Collateral
Agent

By: 
Name: **Peter B. Thauer**
Title: **Executive Director**

SCHEDULE I TO SECOND
AMENDMENT TO SECURITY AGREEMENT

4.5 ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) Representations and Warranties. Each Grantor hereby represents and warrants, that on the date hereof:

(A) The "Pledged Stock", "Pledged LLC Interests", "Pledged Partnership Interests" and "Pledged Debt" set forth on Schedule 4.3 have been duly and validly authorized and issued by the issuers thereof and (i) in the case of "Pledged Stock", are fully paid and nonassessable and (ii) in the case of "Pledged Debt", are legal, valid and binding obligations of the issuers thereof, and there exists no defense, offset or counterclaim to any obligation of the maker or issuer of any "Pledged Debt".

(B) None of the "Pledged LLC Interests" and "Pledged Partnership Interests" set forth on Schedule 4.3 are represented by a certificate or are "securities" within the meaning of Article 8 of the UCC.

(C) Grantor has not filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which it assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which it assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens created under the Secured Agreements and the Permitted Liens.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees:

(A) Grantor will promptly give to Collateral Agent copies of any notices or other communications received by it with respect to "Pledged Stock", "Pledged LLC Interests", "Pledged Partnership Interests" and "Pledged Debt" set forth on Schedule 4.3.

(B) Upon the occurrence and during the continuance of an Event of Default, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor may be authorized to receive shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 4.5 (b)(B) shall be held in trust for the benefit of Collateral Agent and the other Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to Collateral Agent upon demand in the same form as so received (with any necessary endorsement).

(C) Grantor will at its own expense, promptly following the request of Collateral Agent (which may only be made following the occurrence and during the continuance of an Event of Default), (i) deliver to Collateral Agent, subject to having obtained any consent or approval of, or registration or filing with, any Governmental Body for such delivery, all access codes, command codes and command encryption necessary to establish access to and perform tracking, telemetry, control and monitoring of any satellite, including activation and control of any spacecraft subsystems and payload components and the transponders thereon (such access codes, command codes and command encryption being collectively referred to as the "Satellite Codes"), in each case where such Satellite Codes are in possession, or subject to the control, of Grantor, (ii) use its reasonable best efforts to obtain any consent or approval of, or registration or filing with, any Governmental Body referred to in clause (i) above or otherwise required to effect any transfer of operational control over any satellite and related technical data (including any license approving the export or re-export of such satellite to any Person or Governmental Body as designated by Collateral Agent) and (iii) deliver to Collateral Agent written evidence of the issuance of any such consent, approval, registration or filing once such consent, approval, registration or filing has been obtained.

(D) Grantor will at its own expense, promptly following the request of Collateral Agent (which may only be made following the occurrence and during the continuance of an Event of Default), use its reasonable best efforts to obtain from each provider (other than any other Grantor) of tracking, telemetry, control and monitoring services for any satellite, an agreement of such provider with Collateral Agent (i) to deliver to Collateral Agent, promptly following notification by Collateral Agent that an Event of Default has occurred and is continuing, subject to having obtained any consent or approval of, or registration or filing with, any Governmental Body for such delivery, all Satellite Codes (as defined in paragraph (e) of Part II of this Schedule I to Second Amendment to Security Agreement) in possession, or subject to the control, of such provider and, following delivery thereof, not change any such Satellite Codes without promptly furnishing to Collateral Agent the new Satellite Codes, (ii) to use its reasonable best efforts, upon notification by Collateral Agent that an Event of Default has occurred and is continuing, to obtain any consent or approval of, or registration or filing with, any Governmental Body referred to in clause (i) above or otherwise required to effect any transfer of operational control over any satellite for which such provider is providing any of the abovementioned services and related technical data and (iii) to deliver to Collateral Agent written evidence of the issuance of any such consent, approval, registration or filing once such consent, approval, registration or filing has been obtained. If, notwithstanding Grantor's having used its reasonable best efforts to obtain the agreements referred to in this paragraph, any such agreement shall not have been so obtained, such Grantor shall instruct each such provider of tracking, telemetry, control and monitoring services (and each manufacturer of any satellite that has not yet been launched) to cooperate in providing the Satellite Codes, consents, approvals, registrations and filings referred to in this paragraph.

(E) In the event that the United States signs and ratifies the Protocol on Space Assets to the Capetown Convention on Mobile Equipment, then Grantor shall ensure that any international interests (as defined in such Convention) with respect to space assets (as defined in such Protocol) are properly registered with the international registry referred to therein and shall otherwise take all actions reasonably requested by Collateral Agent to ensure that the security

interest of Collateral Agent is fully perfected and protected under such Protocol and such Convention.

(F) Grantor shall notify Collateral Agent promptly if it knows or has reason to know that any Intellectual Property material to the conduct of its business may become abandoned, lapsed or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Intellectual Property, its right to register the same, or its right to keep and maintain the same.

(G) In the event that any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, it shall inform Collateral Agent within 15 days of such application and, upon request of Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as Collateral Agent may reasonably request (and provide) to evidence Collateral Agent's security interest in such Intellectual Property, and each Grantor hereby appoints Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(H) In the event that any Grantor believes that any Collateral consisting of any Intellectual Property material to the conduct of such Grantor's business has been or is about to be materially infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify Collateral Agent and shall take such actions as may be reasonably appropriate under the circumstances, which may include, if consistent with reasonable business judgment of such Grantor, suit for infringement, misappropriation or dilution and recovery of any and all damages for such infringement, misappropriation or dilution.

(I) Upon and during the continuance of an Event of Default, Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Intellectual Property License to effect the assignment or sublicense of all such Grantor's right, title and interest thereunder to Collateral Agent or its designee for the benefit of the Secured Parties.

SCHEDULE 1.1
TO SECURITY AGREEMENT

**Current FCC Licenses, Special Temporary Authorizations
("STAs"), and Pending Applications**

1. Satellite

Licenses

Licensee Name	Type of Authorization	Call Sign	FCC File Number – Current Authorization	Grant Date	Expiration Date
XM Radio Inc.	Satellite Digital Audio Radio Service (DARS) License	S2118	SAT-MOD-20070912-00124	10/16/1997	5/31/2009 ¹
XM Radio Inc.	Satellite Digital Audio Radio Service (DARS) License	S2119	SAT-MOD-20070911-00123	10/16/1997	3/31/2009 ²
XM Radio Inc.	Satellite Digital Audio Radio Service (DARS) License	S2617	SAT-MOD-20070912-00125	1/26/2005	4/20/2013
XM Radio Inc.	Satellite Digital Audio Radio Service (DARS) License	S2616	SAT-RPL-20040212-00018	1/26/2005	12/15/2014
XM Radio Inc.	Satellite Digital Audio Radio Service (DARS) License	S2786	SAT-LOA-20090217-00025 ³	Pending	

2. Earth Stations

Licenses

Licensee Name	Type of Authorization	Call Sign	FCC File Number – Current Authorization	Grant Date	Expiration Date
XM Radio Inc.	3.8 Meter Transmit/Receive C-band Earth Station (Washington, DC)	E000724	SES-LIC-20001204-02301	1/22/2001	1/22/2011
XM Radio Inc.	X-band/S-band Earth Station (Washington, DC)	E000158	SES-MOD-20060504-00743	3/20/2001	3/20/2011
XM Radio Inc.	X-band/S-band Earth Station (Ellenwood, GA)	E040204	SES-MOD-20060504-00742	8/06/2007	8/06/2019

¹ On February 17, 2009, a request to extend the term of the license for this satellite was filed with the FCC. See File No. SAT-MOD-20090217-00024. That request remains pending.

² On October 29, 2008, a request to extend the term of the license for this satellite was filed with the FCC. See File No. SAT-MOD-20081029-00211. That request remains pending.

³ This application requests launch and operational authority for a new XM-5 satellite. The application was filed on February 17, 2009 and is pending with the FCC.

3. Terrestrial Repeaters

Special Temporary Authority

Licensee Name	Type of Authorization	FCC File Number – Current Authorization	Grant Date	Expiration Date
XM Radio Inc.	STA to Operate Terrestrial Repeaters for Commercial Service	SAT-STA-20010712-00063	9/17/2001	3/18/2002
XM Radio Inc.	Request to Extend 9/17/2001 STA to Operate terrestrial Repeaters for Commercial Service	SAT-STA-20020311-00049	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request to Operate Repeaters in Tulsa and Little Rock	SAT-STA-20020815-00153	9/30/2002	3/30/2003
XM Radio Inc.	Request to Extend 9/30/2002 STA to Operate Repeaters in Tulsa and Little Rock	SAT-STA-20030325-00056	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request for STA to Operate 5000 In-Store Boosters	SAT-STA-20030409-00076	6/26/2003	12/26/2007
XM Radio Inc.	Request to Extend 6/26/2003 STA to Operate 5000 In-Store Boosters	SAT-STA-20031219-00373	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request for STA to Operate an Additional 49 Repeaters	SAT-STA-20031112-00371	9/15/2004	3/15/2005
XM Radio Inc.	Request to Extend 9/15/2004 STA to Operate an Additional 49 Repeaters	SAT-STA-20050307-00056	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request for STA to Operate 5000 In-Store Boosters	SAT-STA-20050601-00113	1/18/2007	7/18/2007
XM Radio Inc.	Request to Extend 1/18/2007 STA to Operate 5000 In-Store Boosters	SAT-STA-20070706-00096	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request for STA to Operate 5000 Indoor Boosters	SAT-STA-20050712-00145	1/18/2007	7/18/2007
XM Radio Inc.	Request to Extend 1/18/2007 STA to Operate 5000 Indoor Boosters	SAT-STA-20070706-00095	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request to Operate Terrestrial Repeaters – Existing Network	SAT-STA-20061013-00119	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request to Operate Repeaters at Existing Parameters	SAT-STA-20061002-00114	8/06/2008	9/05/2008
XM Radio Inc.	Request to Extend 8/06/2008 STA to Operate Repeaters at Existing Parameters	SAT-STA-20080828-00161	9/09/2008	10/09/2008
XM Radio Inc.	Request to Extend 9/09/2008 STA to Operate Repeaters at Existing Parameters	SAT-STA-20081002-00196	Pending	Able to operate in accordance with original STA until FCC rules otherwise

XM Radio Inc.	Request to Operate Repeaters at Indefinite Locations	SAT-STA-20070222-00036	5/17/2007	11/13/2007
XM Radio Inc.	Request to Extend 5/17/2007 STA to Operate Repeaters at Indefinite Locations	SAT-STA-20071105-00148	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request to Operate Replacement Repeater in Las Vegas	SAT-STA-20070628-00093	9/14/2007	3/12/2008
XM Radio Inc.	Request to Extend 9/14/2007 STA to Operate Replacement Repeater in Las Vegas	SAT-STA-20080303-00056	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request to Operate Replacement Repeaters in Pittsburgh and Philadelphia	SAT-STA-20071012-00140	1/11/2008	7/09/2008
XM Radio Inc.	Request to Extend 1/11/2008 STA to Operate Replacement Repeaters in Pittsburgh and Philadelphia	SAT-STA-20080701-00139	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request to Operate Repeater in Torrance, CA	SAT-STA-20080430-00095	7/01/2008	12/28/2008
XM Radio Inc.	Request to Extend 7/01/2008 STA to Operate Repeater in Torrance, CA	SAT-STA-20081218-00234	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Request to Operate Repeater in Cincinnati, OH	SAT-STA-20081002-00198	10/03/2008	11/02/2008
XM Radio Inc.	Request to Extend 10/03/2008 STA to Operate Repeater in Cincinnati, OH	SAT-STA-20081029-00212	11/10/2008	12/10/2008
XM Radio Inc.	Request to Extend 11/10/2008 STA to Operate Repeater in Cincinnati, OH	SAT-STA-20081205-00224	Pending	Able to operate in accordance with original STA until FCC rules otherwise
XM Radio Inc.	Sirius XM Request to Operate Repeaters and Signal Boosters at Indefinite Locations	SAT-STA-20081205-00222	Pending	No underlying authority – repeaters and boosters not yet operational
XM Radio Inc.	Sirius XM Request to Operate Repeaters and Signal Boosters at Indefinite Locations for 60 Days	SAT-STA-20090105-00002	1/12/2009	3/13/2009
XM Radio Inc.	Request to Operate Repeater in Las Vegas	SAT-STA-20090126-00009	Pending	No underlying authority – repeater not yet operational
XM Radio Inc.	Joint Sirius/XM Request to Operate Two New Repeaters in Kokomo, IN	SAT-STA-20090210-00019	Pending	No underlying authority – repeaters not yet operational
XM Radio Inc.	Joint Sirius/XM Request to Operate Two New Repeaters in Kokomo, IN for 60 Days	SAT-STA-20090206-00018	2/19/2009	5/16/2009

4. Experimental Licenses to Test Terrestrial Repeaters

Licensee Name	Type of Authorization	Call Sign	FCC File Number – Current Authorization	Grant Date	Expiration Date
XM Radio Inc.	National Experimental License to Test Terrestrial Repeaters	WB2XCA	0005-EX-TU-2007	8/23/2000	9/01/2010

5. Wireless Microwave License

Licensee Name	Type of Authorization	Call Sign	FCC File Number – Current Authorization	Grant Date	Expiration Date
XM Radio Inc.	Broadcast Auxiliary Low Power	WQJP534	0003606226	11/17/2008	10/01/2012

SCHEDULE 4.1
TO SECURITY AGREEMENT

Financing Statement Filing Offices:

Name of Grantor

XM Satellite Radio Inc.

XM Satellite Radio Holdings Inc.

XM Equipment Leasing LLC

XM Radio Inc.

XM eMall Inc.

XM Innovations Inc.

XM Capital Resources Inc.

Effanel Music, Inc.

Filing Jurisdiction(s)

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of New York

SCHEDULE 4.2
TO SECURITY AGREEMENT

INTELLECTUAL PROPERTY

A. Copyrights:

No registered copyrights.

B. Patents:

U.S. Patents Issued

Owner: XM Satellite Radio Inc.

Method and apparatus for continuous cross-channel interleaving	09/318,938	5/26/1999	6154452	11/28/2000
Folded helix antenna design	09/434,236	11/5/1999	6229499	5/8/2001
Method and apparatus for concatenated convolutional encoding and interleaving	09/433,861	11/4/1999	6229824	5/8/2001
Dual coupled vehicle glass mount antenna system	09/438,814	11/10/1999	6232926	5/15/2001
System for providing audio signals from an auxiliary audio source to a radio receiver via a dc power line	09/310,352	5/12/1999	6272328	8/7/2001
Vehicle antenna assembly for receiving satellite broadcast signals	09/317,947	5/25/1999	6295033	9/25/2001
Method and system for providing geographic specific services in a satellite communications network	09/433,863	11/4/1999	6347216	2/12/2002
Method and apparatus for dispatch communications in a broadcast radio system	09/434,734	11/5/1999	6397076	5/28/2002
Vehicle antenna assembly for receiving satellite broadcast signals	09/953,146	9/17/2001	6421020	7/16/2002
Method and apparatus for selectively operating satellites in tundra orbits to reduce receiver buffering requirements for time diversity signals	09/433,849	11/4/1999	6442385	8/27/2002
System for and method of jointly optimizing the transmit antenna patterns of two geostationary satellites in a satellite broadcasting system	09/877,102	6/11/2001	6470058	10/22/2002
Combination linearly polarized and quadrifilar antenna	09/875,728	6/6/2001	6483471	11/19/2002
System for providing signals from an auxiliary audio source to a radio receiver using a wireless link	09/263,207	3/5/1999	6493546	12/10/2002
Satellite digital audio radio service tuner architecture for reception of satellite and terrestrial signals	09/435,317	11/4/1999	6510317	1/21/2003
Drooping helix antenna	09/968,821	10/2/2001	6535179	3/18/2003
Glass-mountable antenna system with dc and rf coupling	09/844,699	4/30/2001	6538609	3/25/2003
Digital audio service satellite receiver having switchable operating modes for stationary or mobile use	09/433,864	11/4/1999	6549774	4/15/2003
Method and apparatus for customized selection of audio channels	09/918,881	7/31/2001	6553077	4/22/2003
Digital radio prepaid music recording system	09/434,751	11/5/1999	6563805	5/13/2003
Method and apparatus for composite data stream storage and playback	09/433,862	11/4/1999	6564003	5/13/2003
Method and apparatus for continuous cross-channel interleaving	09/688,824	10/17/2000	6614767	9/2/2003
Combination linearly polarized and quadrifilar antenna sharing a common ground plane	10/114,360	4/2/2002	6621458	9/16/2003
Electronically steerable antenna array using user-specified location data for maximum signal reception based on elevation angle	09/388,371	9/1/1999	6640085	10/28/2003
Through glass rf coupler system	10/108,349	3/29/2002	6661386	12/9/2003

Method and apparatus for prompting a reverse channel response from receiver in a digital broadcast system	09/695,315	10/25/2000	6686880	2/3/2004
Apparatus and method for transferring dc power and rf energy through a dielectric for antenna reception	09/982,112	10/19/2001	6686882	2/3/2004
Low cost interoperable satellite digital audio radio service (sdars) receiver adapted to receive signals in accordance with advantageous frequency plan	09/318,314	5/25/1999	6724827	4/20/2004
Receiver architecture for sdars full band signal reception having an analog conversion to baseband stage	09/318,149	5/25/1999	6735416	5/11/2004
Method and apparatus for digital audio playback using local stored content	09/874,741	6/5/2001	6785656	8/31/2004
Combination satellite and terrestrial antenna	10/218,176	8/14/2002	6806838	10/19/2004
System for providing signals from an auxiliary audio source to a radio receiver using a wireless link	10/289,255	11/7/2002	6810233	10/26/2004
Low cost interoperable satellite digital audio radio service (sdars) receiver architecture	09/318,296	5/25/1999	6823169	11/23/2004
Method and apparatus for controlling user access and decryption of locally stored content at receivers in a digital broadcast system	09/695,081	10/25/2000	6834156	12/21/2004
Method and apparatus for providing on-demand access of stored content at a receiver in a digital broadcast system	09/695,139	10/25/2000	6876835	4/5/2005
Apparatus for and method of securely downloading and installing a program patch in a processing device	09/747,567	12/22/2000	6970565	11/29/2005
Method and apparatus for backup power in a communication system	09/874,807	6/5/2001	6993316	1/31/2006
System and method for distributing music and data	09/461,699	12/14/1999	7010263	3/7/2006
System and method for detecting the connections of two antennae to a radio receiver	09/931,101	8/17/2001	7010264	3/7/2006
Satellite digital audio radio receiver with instant replay capability	09/435,316	11/4/1999	7020217	3/28/2006
Method and apparatus for content blocking	10/039,324	12/21/2001	7035628	4/25/2006
Method and apparatus for concatenated convolutional encoding and interleaving	09/849,237	5/7/2001	7058086	6/6/2006
Method and apparatus for audio output combining	09/968,945	10/2/2001	7075946	7/11/2006
System and method for multipoint distribution of satellite digital audio radio service	09/435,315	11/4/1999	7123875	10/17/2006
Method and apparatus for selectively operating satellites in tundra orbits	10/171,619	6/13/2002	7136640	11/14/2006
Method and apparatus for employing stored content at receivers to improve efficiency of broadcast system bandwidth use	09/695,226	10/25/2000	7180917	2/20/2007
Automatic on/off switch for vehicle power outlets	11/035,854	1/14/2005	7248152	7/24/2007
Method and apparatus for continuous cross-channel interleaving	10/621,398	7/18/2003	7251281	7/31/2007
Method and apparatus for wirelessly coupling a source signal to a radio frequency receiver	10/803,762	3/18/2004	7260356	8/21/2007
Method and apparatus for navigating, previewing and selecting broadband channels via a receiving user interface	10/247,743	9/20/2002	7263329	8/28/2007
Method and apparatus for timing recovery in an ofdm system	10/036,870	12/26/2001	7269125	9/11/2007
Method and apparatus for determining location in a satellite communication system	10/039,348	12/31/2001	7274327	9/25/2007
Method and apparatus for selectively operating satellites in tundra orbits	11/543,916	10/6/2006	7406311	7/29/2008
Antenna diversity system	10/866,838	6/14/2004	7447171	11/4/2008
System and method for providing recording and playback of digital media content	10/831,343	4/26/2004	7454166	11/18/2008

U.S. Patent Applications Pending
Owner: XM Satellite Radio Inc.


Title	Application Date	Application No.	Publication No.
Interoperable satellite digital audio radio service (SDARS) receiver architecture	4/15/1999	09/318,031	N/A (Filed prior to implementation of US publication process)
Method and apparatus for implementing file transfers to receivers in a digital broadcast system	10/25/2000	09/695,228	N/A (Filed prior to implementation of US publication process)
Method and apparatus for streaming text to speech in a radio communication system	9/10/2002	10/238,555	20040049389
Computer based multi-channel radio system and user interface	7/24/2003	10/626,244	20050020238
Digital remodulation	12/15/2004	11/012,579	20060126716
Method and system for hierarchical modulation and demodulation for digital radio	4/22/2005	11/112,658	20060239365
Method and apparatus for concatenated convolutional encoding and interleaving	3/28/2006	11/390,499	20060280206
Context sensitive data input using finger or fingerprint recognition	6/16/2005	11/154,861	20060284853
Method and apparatus for providing digital media player with portable digital radio broadcast system receiver or integrated antenna and docking system	9/30/2005	11/239,642	20070077882
Method and apparatus for providing prepaid music card for deciphering recorded broadcast audio signals	4/17/2006	11/379,040	20070098159
Method and apparatus for employing stored content at receivers to improve efficiency of broadcast system bandwidth use	10/26/2006	11/553,398	20070124794
Broadcast signal interface device and method thereof	3/21/2007	11/723,748	20080032647
Remote fm modulation antenna arrangement	8/31/2006	11/469,330	20080062053
System and method for sending and receiving images via wireless audio channels	9/27/2006	11/528,971	20080125030
System for insertion of locally cached information into a received broadcast stream	12/10/2007	12/000,198	20080163290
System and method for mobile commerce	7/3/2008	12/167,295	20080268773
Method and apparatus for selectively operating satellites in tundra orbits	7/3/2008	12/216,391	20080268837
Vehicle message addressing	5/15/2008	12/120,877	20080287092
Method and system of sharing a controller for a combined cellular phone and satellite radio	5/15/2008	12/120,932	20080287122
System for audio broadcast channel remapping and rebranding using content insertion	8/23/2007	11/892,475	20090053991
Method and system for converting streaming digital data to FM modulated data	1/14/2005	11/035,456	20060160486


C. Federally Registered Trademarks/Service Marks, and Trademark/Service Mark Applications:




U.S. Trademarks Registered
Owner: XM Satellite Radio Inc.


"EVERYTHING... ALL THE TIME"	76228711	22-MAR-2001	2660543	10-DEC-2002
(TOP)20(ON)20	76330871	29-OCT-2001	2650866	12-NOV-2002
???ASK! & Design	76456277	02-OCT-2002	2831400	13-APR-2004
??ASK!				
1600	77274252	07-SEP-2007	3499925	09-SEP-2008
60/20 SPORTS	78870097	26-APR-2006	3224817	03-APR-2007

AGUILA	76330870	29-OCT-2001	2582245	18-JUN-2002
ALEGRIA	76600071	01-JUL-2004	3056030	31-JAN-2006
AMERICA LEFT	76584000	30-MAR-2004	3046668	17-JAN-2006
AMERICA RIGHT	76584001	30-MAR-2004	3046669	17-JAN-2006
ARTIST CONFIDENTIAL	76585538	07-APR-2004	3066419	07-MAR-2006
ARTIST TO ARTIST	78604071	07-APR-2005	3308491	09-OCT-2007
AUDIO VISIONS	76002565	17-MAR-2000	2595310	16-JUL-2002
BABBLE ON	76281156	06-JUL-2001	2722272	03-JUN-2003
BASEBALL CONFIDENTIAL	78611019	18-APR-2005	3419944	29-APR-2008
BEYOND AM. BEYOND FM.	76203956	02-FEB-2001	2633014	08-OCT-2002
BEYOND JAZZ	76183814	21-DEC-2000	2572164	21-MAY-2002
BLUEGRASS JUNCTION	76241591	17-APR-2001	2821513	09-MAR-2004
BONE YARD	76281216	06-JUL-2001	2622244	17-SEP-2002
BPM	76281174	06-JUL-2001	2660679	10-DEC-2002
BROADMINDED	78932656	19-JUL-2006	3367177	08-JAN-2008
CARICIA	76315600	21-SEP-2001	2712042	29-APR-2003
CHROME	76241585	17-APR-2001	2655860	03-DEC-2002
CINEMAGIC	76002567	17-MAR-2000	2613210	27-AUG-2002
CLASSICAL CONFIDENTIAL	78712464	14-SEP-2005	3178614	28-NOV-2006
CLUB 82	76241578	17-APR-2001	2592906	09-JUL-2002
CROSS COUNTRY	76228707	22-MAR-2001	2640784	22-OCT-2002
DEEP TRACKS	76002551	17-MAR-2000	2586173	25-JUN-2002
DIALED IN	78572140	22-FEB-2005	3143496	12-SEP-2006
DOWNSTAGE CENTER	76584557	02-APR-2004	3055999	31-JAN-2006
ENLIGHTEN	76618883	01-NOV-2004	3080287	11-APR-2006
ETHEL	76281217	06-JUL-2001	2618959	10-SEP-2002
FINE TUNING	76002811	17-MAR-2000	2564380	23-APR-2002
FIRST THERE WAS AM, THEN FM, AND NOW...XM SATELLITE RADIO	76002821	17-MAR-2000	2643696	29-OCT-2002
FRANK'S PLACE	76002554	17-MAR-2000	2595309	16-JUL-2002
FRED	76281215	06-JUL-2001	2964455	05-JUL-2005
FUNGUS	76572625	29-JAN-2004	2935874	29-MAR-2005
HANK'S PLACE	76002553	17-MAR-2000	2586174	25-JUN-2002
HEAR IT. CLICK IT. SAVE IT.	78871867	28-APR-2006	3321544	23-OCT-2007
HEAR MORE OF WHAT YOU LOVE	78936860	25-JUL-2006	3318147	23-OCT-2007
HIGH STANDARDS	78929481	14-JUL-2006	3321771	23-OCT-2007


HIGH VOLTAGE	76605620	05-AUG-2004	3080264	11-APR-2006
HIGHWAY 15	76315601	21-SEP-2001	2676946	21-JAN-2003
HIGHWAY 16	76572974	29-JAN-2004	2945687	03-MAY-2005
HOME ICE	78797992	24-JAN-2006	3370553	15-JAN-2008
HOME PLATE	78548931	18-JAN-2005	3211850	20-FEB-2007
JAM ALERT	76581308	16-MAR-2004	3005181	04-OCT-2005
LET US INFOTAIN YOU	77359995	27-DEC-2007	3517979	14-OCT-2008
LIQUID METAL	76002550	17-MAR-2000	2643695	29-OCT-2002
LISTEN LARGE	78711602	13-SEP-2005	3262828	10-JUL-2007
LUCY	76572626	29-JAN-2004	3226331	10-APR-2007
LUNA	76281210	06-JUL-2001	2613510	27-AUG-2002
MAKING THE TURN	77118044	28-FEB-2007	3415308	22-APR-2008
MORNING BRIEFING	77276197	11-SEP-2007	3396737	11-MAR-2008
NAVTRAFFIC	76581307	16-MAR-2004	3006291	11-OCT-2005
NEXUS	78696195	19-AUG-2005	3349660	04-DEC-2007
OFFSTAGE	78788193	10-JAN-2006	3345695	27-NOV-2007
ON BROADWAY	76002564	17-MAR-2000	2654778	26-NOV-2002
ON THE ROCKS	76281218	06-JUL-2001	2861907	13-JUL-2004
OPEN ROAD	76281155	06-JUL-2001	2660677	10-DEC-2002
OPINIONATED WITH CHRIS DIMARCO	77198144	05-JUN-2007	3394391	11-MAR-2008
POTUS 08	77188220	23-MAY-2007	3387111	19-FEB-2008
POTUS LIVE	77279589	14-SEP-2007	3396741	11-MAR-2008
POWERSHIFT	78953057	16-AUG-2006	3442994	03-JUN-2008
PRESS POOL	77278810	13-SEP-2007	3396739	11-MAR-2008
RADIO AT FULL THROTTLE	76346517	10-DEC-2001	2624806	24-SEP-2002
RADIO TAJ	76228815	22-MAR-2001	2687260	11-FEB-2003
RADIO TO THE POWER OF X	76241576	17-APR-2001	2667134	24-DEC-2002
ROADY	76521619	10-JUN-2003	2921305	25-JAN-2005
ROADYXT	78639067	27-MAY-2005	3184854	12-DEC-2006
SKYFI & Design 	76422857	19-JUN-2002	2773239	14-OCT-2003
SOUL STREET	76281214	06-JUL-2001	2624362	24-SEP-2002
SPECIAL X	76002805	17-MAR-2000	2595311	16-JUL-2002
SPIRIT	76281213	06-JUL-2001	2618958	10-SEP-2002
TAKE 5	78691494	12-AUG-2005	3482167	05-AUG-2008

THE BLEND	76572399	29-JAN-2004	2918247	11-JAN-2005
THE FISH	76281219	06-JUL-2001	2660680	10-DEC-2002
THE FLOW	76241588	17-APR-2001	2627752	01-OCT-2002
THE GROOVE	76281212	06-JUL-2001	2875999	24-AUG-2004
THE HEART	76002824	17-MAR-2000	2613211	27-AUG-2002
THE JOINT	76002568	17-MAR-2000	2652379	19-NOV-2002
THE LOFT	76241586	17-APR-2001	2926537	15-FEB-2005
THE MOVE	76281173	06-JUL-2001	2660678	10-DEC-2002
THE POWER	76228703	22-MAR-2001	2748047	05-AUG-2003
THE RHYME	76281211	06-JUL-2001	2851290	08-JUN-2004
THE TORCH	76281220	06-JUL-2001	2687345	11-FEB-2003
THE ULTIMATE PLAYLIST	76592979	19-MAY-2004	2988328	23-AUG-2005
THE VIRUS	78962453	29-AUG-2006	3407319	01-APR-2008
THEN...AGAIN...LIVE!	76584002	30-MAR-2004	2998812	20-SEP-2005
UNSIGNED	76183787	21-DEC-2000	2826644	23-MAR-2004
U-POP	76315771	21-SEP-2001	2733082	01-JUL-2003
VERGE	78797988	24-JAN-2006	3321032	23-OCT-2007
VOX	76183817	21-DEC-2000	2727741	17-JUN-2003
WATERCOLORS	77141180	27-MAR-2007	3334309	13-NOV-2007
WATERCOLORS	76002801	17-MAR-2000	2564379	23-APR-2002
WEATHER TO THE POWER OF X.	76532987	29-JUL-2003	2947365	10-MAY-2005
WEIRDNESS	76183789	21-DEC-2000	2684430	04-FEB-2003
WHAT'S NEXT ... NOW	78663542	05-JUL-2005	3231316	17-APR-2007
WHERE EVERYONE IS AN INSIDER	77245010	02-AUG-2007	3415462	22-APR-2008
WHEREVER YOU ARE SATURDAYS	77265825	28-AUG-2007	3481912	05-AUG-2008
WORLD ZONE	76228702	22-MAR-2001	2595889	16-JUL-2002
X COUNTRY	76228706	22-MAR-2001	2655819	03-DEC-2002
XM & Design 	75827183	20-OCT-1999	2556817	02-APR-2002
XM	75539388	20-AUG-1998	2547677	12-MAR-2002
XM CAFE	76002570	17-MAR-2000	2851139	08-JUN-2004
XM CLASSICS	76002566	17-MAR-2000	2613209	27-AUG-2002

XM COMEDY	76241590	17-APR-2001	2652593	19-NOV-2002
XM CONNECT&PLAY & Design 	78539045	28-DEC-2004	3189976	26-DEC-2006
XM FOR BUSINESS	77334969	21-NOV-2007	3501129	16-SEP-2008
XM KIDS	76002569	17-MAR-2000	2702924	01-APR-2003
XM LINER NOTES	76581894	18-MAR-2004	3117643	18-JUL-2006
XM MUSIC LAB	76002804	17-MAR-2000	2666915	24-DEC-2002
XM NATION	78313689	15-OCT-2003	2964990	05-JUL-2005
XM ON DECK	76682995	16-OCT-2007	3456163	01-JUL-2008
XM PREVIEW	76002810	17-MAR-2000	2583273	18-JUN-2002
XM PUBLIC RADIO	76597679	16-JUN-2004	3361162	01-JAN-2008
XM RADIO	78855286	06-APR-2006	3577995	17-FEB-2009
XM READY & Design 	76492942	25-FEB-2003	2810210	03-FEB-2004
XM READY & Design 	76346516	10-DEC-2001	2621205	17-SEP-2002
XM REFERENCE	76604432	28-JUL-2004	3154577	10-OCT-2006
XM SIGNAL	76581865	19-MAR-2004	2986996	23-AUG-2005
XM SPORTS NATION	78748380	07-NOV-2005	3345612	27-NOV-2007
XM2GO	76581309	16-MAR-2004	3016015	15-NOV-2005
XMDIRECT	76526167	26-JUN-2003	2902875	16-NOV-2004
XMLM	76241581	17-APR-2001	2572185	21-MAY-2002
XMPR	76597675	16-JUN-2004	3184229	12-DEC-2006
XMSKYBOX	76581306	16-MAR-2004	3149163	26-SEP-2006
XMSN	78756345	17-NOV-2005	3345628	27-NOV-2007
XMU	76183784	21-DEC-2000	2608188	13-AUG-2002

XMWX & Design 	78329942	19-NOV-2003	3007285	18-OCT-2005
XM	77210458	20-JUN-2007	3419628	29-APR-2008
XPERIENCE XM	76203958	02-FEB-2001	2732837	01-JUL-2003

U.S. Trademark Applications Pending**Owner: XM Satellite Radio Inc.**

EQ	Intent to Use	77407439	27-FEB-2008
GET THERE FASTER	Use Based	77486027	29-MAY-2008
HELIX	Intent to Use	78716222	20-SEP-2005
RECORD WHAT YOU LOVE, LISTEN WHEN YOU WANT!	Intent to Use	77515418	6-JUL-2008
REMORA	Intent to Use	78613840	21-APR-2005
SKYBUDS	Intent to Use	77384993	31-JAN-2008
SKYKUBE	Intent to Use	77489925	03-JUN-2008
THE BEST OF BOTH WORLDS!	Intent to Use	77515417	06-JUL-2008
XM MP3 & Design 	Intent to Use	77537996	04-AUG-2008
XM NAVWEATHER	Intent to Use	77355259	18-DEC-2007
XMP3	Intent to Use	77489790	03-JUN-2008
XMQ	Intent to Use	77413882	05-MAR-2008

**SCHEDULE 4.3
TO SECURITY AGREEMENT**

MATERIAL INVESTMENT PROPERTY

Pledged Stock:

Grantor	Stock Company	Class of Stock	Certificated (Y/N)	Stock Cert. No.	Par Value	No. of Shares of Pledged Stock	% Outstanding Stock of the Stock Company
XM Satellite Radio Holdings Inc.	XM Satellite Radio Inc.	Common	Y	5	\$.10	125	100%
XM Satellite Radio Inc.	XM eMall Inc.	Common	Y	1	\$.01	100	100%
XM Satellite Radio Inc.	XM Innovations Inc.	Common	Y	1	\$.01	100	100%
XM Satellite Radio Inc.	XM Capital Resources Inc.	Common	Y	1	\$.01	100	100%
XM Satellite Radio Inc.	XM Radio Inc.	Common	Y	2, 3	\$.01	100	100%
XM Satellite Radio Inc.	Effanel Music, Inc.	Common	Y	1	\$0.00	200	100%

Pledged Partnership Interests:

None.

Pledged LLC Interests:

1) XM Equipment Leasing LLC

XM Satellite Radio Inc. is the sole member of XM Equipment Leasing LLC. The LLC interest held by XM Satellite Radio Inc. is not certificated.

2) XM Investment LLC

XM Satellite Radio Holdings Inc. is the sole member of XM Investment LLC. The LLC interest held by XM Satellite Radio Holdings Inc. is not certificated.

3) XM 1500 Eckington LLC

XM Satellite Radio Holdings Inc. is the sole member of XM 1500 Eckington LLC. The LLC interest held by XM Satellite Radio Holdings Inc. is not certificated.

Pledged Debt:

None.

**SCHEDULE 4.4(c)
TO SECURITY AGREEMENT**

COMMERCIAL TORT CLAIMS

None.

SUPPLEMENT TO SCHEDULE 4.1
TO SECURITY AGREEMENT

Additional Information:

Name of Grantor

XM Radio Inc.

XM eMall Inc.

XM Innovations Inc.

XM Capital Resources Inc.

Effanel Music, Inc.

Filing Jurisdiction(s)

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of Delaware

Secretary of State of the State of New York

**SUPPLEMENT TO SCHEDULE 4.2
TO SECURITY AGREEMENT**

Additional Information:

- (A) Copyrights:**
- (B) Patents:**
- (C) Trademarks:**

**SUPPLEMENT TO SCHEDULE 4.3
TO SECURITY AGREEMENT**

MATERIAL INVESTMENT PROPERTY

**SUPPLEMENT TO SCHEDULE 4.3
TO SECURITY AGREEMENT**

Additional Information:

Pledged Stock:

Pledged Partnership Interests:

Pledged LLC Interests:

Pledged Debt:

**SUPPLEMENT TO SCHEDULE 4.4
TO SECURITY AGREEMENT**

COMMERCIAL TORT CLAIMS

**SUPPLEMENT TO SCHEDULE 4.4(e)
TO SECURITY AGREEMENT**

COMMERCIAL TORT CLAIMS

016692-0031-11426-Active.11556906.6

RECORDED: 03/26/2009

**TRADEMARK
REEL: 003960 FRAME: 0896**