

RESUBMISSION  
MRD 5/6/09

05-14-2009

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103560352

<b>SUBMISSION TYPE:</b>	<b>CORRECTIVE ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the conveyance being pursuant to a dissolution agreement and assignment of assets dated as of April 17, 2009 previously recorded on Reel 003945 Frame 0699. Assignor(s) hereby confirms the assets being conveyed as Registration Nos. 2,827,656 and 2,497,793.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Infosat Communications, Inc.		04/17/2009	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Telesat Canada
<b>Street Address:</b>	1601 Telesat Court
<b>City:</b>	Ottawa, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	K1B 5P4
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2827656	SKYXCEL
Registration Number:	2497793	INFOSAT

**CORRESPONDENCE DATA**

Fax Number: (212)728-8111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 728-8000  
 Email: ipdept@willkie.com  
 Correspondent Name: Dorota Clegg c/o Willkie Farr & Gallaghe  
 Address Line 1: 787 Seventh Avenue  
 Address Line 4: New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	117720.00004
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**DOMESTIC REPRESENTATIVE**

CH 565.00 2827656

<b>Name:</b>	
<b>Address Line 1:</b>	
<b>Address Line 2:</b>	
<b>Address Line 3:</b>	
<b>Address Line 4:</b>	
<b>NAME OF SUBMITTER:</b>	Dorota N. Clegg
<b>Signature:</b>	/dorotanclegg/
<b>Date:</b>	05/08/2009
<b>Total Attachments: 5</b> source=Dissolution Agreement - Infosat Communications Inc and Telesat Canada#page1.tif source=Dissolution Agreement - Infosat Communications Inc and Telesat Canada#page2.tif source=Dissolution Agreement - Infosat Communications Inc and Telesat Canada#page3.tif source=Dissolution Agreement - Infosat Communications Inc and Telesat Canada#page4.tif source=Dissolution Agreement - Infosat Communications Inc and Telesat Canada#page5.tif	

<b>TRADEMARK ASSIGNMENT</b>
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amalgamation		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Infosat Communications, Inc.		10/31/2007	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Telesat Canada		
<b>Street Address:</b>	1601 Telesat Court		
<b>City:</b>	Ottawa, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K1B 5P4		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2827656	SKYXCEL	
<b>Registration Number:</b>	2497793	INFOSAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Dorota Clegg c/o Willkie Farr & Gallaghe		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	117720.00004		

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Dorota N. Clegg

Signature:

/dorotanclegg/

Date:

03/04/2009

Total Attachments: 2

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**RECEIPT INFORMATION**

ETAS ID: TM137568

Receipt Date: 03/04/2009

Fee Amount: \$65

**DISSOLUTION AGREEMENT**  
**BETWEEN**  
**INFOSAT COMMUNICATIONS, INC.**  
**AND**  
**TELESAT CANADA**

**MADE AS OF**

**April 17, 2009**

**DISSOLUTION AGREEMENT**

THIS AGREEMENT is made as of April 17, 2009

BETWEEN

Infosat Communications, Inc., a corporation incorporated under the laws of Canada (the "Transferor"),

- and -

Telesat Canada, a corporation incorporated under the laws of Canada (the "Transferee"),

WHEREAS by resolution of the sole shareholder of the Transferor dated April 17, 2009 the dissolution of the Transferor was authorized pursuant to section 210(3) of the *Canada Business Corporation Act* (the "Act") and in conjunction therewith the Transferor was authorized to discharge its liabilities (collectively, the "liabilities") and to distribute all of its property to its sole shareholder, in accordance with the terms of this Dissolution Agreement;

AND WHEREAS the Transferee is the registered and beneficial owner of all of the issued and outstanding shares of the Transferor;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

**ARTICLE 1 – ASSIGNMENT AND ASSUMPTION**

1.01 **Assignment**

Effective as at the commencement of business on the date hereof, the Transferor hereby conveys, transfers and assigns to the Transferee all of the right, title and interest of the Transferor in and to all its property, assets and business, both real and personal and both movable and immovable, wherever situate, including for greater certainty, all of the shares of Infosat Able Holdings Inc. and all of the limited partnership interest in Infosat Communications LP (the "Transferred Securities"), each such conveyance, transfer and assignment to be subject to all security interests in respect of any such property existing on the date thereof.

1.02 **Assumption**

The Transferee hereby assumes and undertakes to pay and discharge all of the liabilities of the Transferor, notwithstanding that those liabilities may exceed the value of the assets transferred to the Transferee, and will indemnify the Transferor and each of its directors and officers, and save them harmless against and from such liabilities.

**ARTICLE 2 – POWER OF ATTORNEY**

2.01 **Power of Attorney**

The Transferor hereby irrevocably constitutes and appoints any officer of the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the Transferor with full power of substitution to do and execute all acts, deeds, matters and things as may be required to carry out this Agreement.

2.02 **Irrevocable**

The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor and, being coupled with an interest, it will not be revoked by a certificate of dissolution being issued pursuant to the provisions of the Act.

**ARTICLE 3 – GENERAL**

3.01 **Further Assurances**

Each of the Transferor and the Transferee will from time to time execute and deliver all such further documents and instruments, including the delivery of certificates representing the Transferred Securities into the name of the Transferee, and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

3.02 **Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

3.03 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

3.04 **Governing Law**


This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

*[signature page follows]*

TO: DOROTA CLEGG C/O WILLKIE FARR & GALLAGHE COMPANY: 787 SEVENTH AVENUE

IN WITNESS WHEREOF the parties have executed this Agreement.

**INFOSAT COMMUNICATIONS, INC.**

By:   
\_\_\_\_\_  
Graeme A. Watson  
President and CEO

**TELESAT CANADA**

By: \_\_\_\_\_  
Christopher S. DiFrancesco  
Vice President, General Counsel and  
Secretary




TO: DOROTA CLEGG C/O WILLKIE FARR & GALLAGHE COMPANY: 787 SEVENTH AVENUE

IN WITNESS WHEREOF the parties have executed this Agreement.

**INFOSAT COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Graeme A. Watson  
President and CEO

**TELESAT CANADA**

By:  \_\_\_\_\_  
Christopher S. DiFrancesco  
Vice President, General Counsel and  
Secretary