

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIRIUS XM RADIO INC		08/24/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	100 Wall Street, Suite 1600
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2804490	
Registration Number:	3033578	BENEATH THE NEEDLE
Registration Number:	3118724	CHILL
Registration Number:	3387126	DRIVER2CREW CHATTER
Registration Number:	3025580	FACTION
Registration Number:	3231718	GAMEALERT
Registration Number:	3121059	GET SIRIUS
Registration Number:	2812561	IT'S_ON
Registration Number:	3029892	ORBITER
Registration Number:	2816802	OUTQ
Registration Number:	2972555	S>PLEX
Registration Number:	3181371	SHADE 45
Registration Number:	3071291	SIRIUS
Registration Number:	3114505	SIRIUS

OP \$840.00 2804490

Registration Number:	2914720	SIRIUS
Registration Number:	2481900	SIRIUS
Registration Number:	3204232	SIRIUS
Registration Number:	3114506	SIRIUS
Serial Number:	77731882	SIRIUS XM HIGHLIGHTS
Registration Number:	3478281	SIRIUS INTERNET RADIO
Registration Number:	3485527	SIRIUS INV
Registration Number:	3550509	SIRIUS RADIO
Registration Number:	3489086	SIRIUS RADIO
Registration Number:	3423257	SIRIUS READY
Registration Number:	3117441	SIRIUS SATELLITE RADIO
Registration Number:	2946527	S-SEEK
Registration Number:	3337257	STILETTO
Registration Number:	3645079	STRATUS
Registration Number:	3033577	TATTOO RADIO
Registration Number:	3278256	THE BEST RADIO ON RADIO
Registration Number:	3555390	THE BEST RADIO ON RADIO
Registration Number:	3642129	WELCOME TO THE BEST RADIO ON RADIO
Registration Number:	3407543	WELCOME TO THE BEST RADIO ON RADIO

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	045494-0021
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	08/24/2009

Total Attachments: 9
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TRADEMARK
REEL: 004051 FRAME: 0878

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 24, 2009 (this "Agreement"), among SIRIUS XM RADIO INC. (the "Company"), the Subsidiaries party hereto (the "Subsidiary Guarantors"), and collectively with the Company, the "Grantors") and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), as Collateral Agent.

Reference is made to (a) the Indenture dated as of August 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between the Company, and U.S. Bank, as Trustee, and (b) the Collateral Agreement dated as of August 24, 2009 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the Subsidiary Guarantors party thereto and the Collateral Agent.

The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.2 of the Collateral Agreement also apply to this Agreement.

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

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

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

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

(d) all goodwill associated therewith or symbolized thereby.

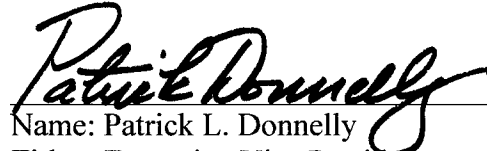
SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights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

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

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

SIRIUS XM RADIO INC.



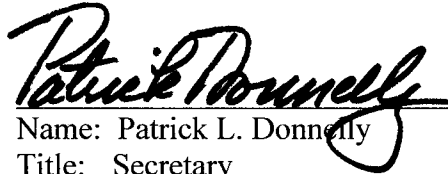
Name: Patrick L. Donnelly
Title: Executive Vice President,
General Counsel and Secretary

SATELLITE CD RADIO, INC.



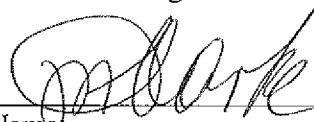
Name: Patrick L. Donnelly
Title: Secretary

SIRIUS ASSET MANAGEMENT
COMPANY LLC



Name: Patrick L. Donnelly
Title: Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent



Name:

Title: **Jean Clarke**

Assistant Vice President



[Signature Page to Patent and Trademark Security Agreement]

Schedule I – Patents

<u>Debtor/Grantor</u>	<u>Type</u>	<u>Filing/Issue Date</u>	<u>Application/ Patent No.</u>	<u>Status</u>
Sirius XM Radio Inc.	Utility	7/25/96	5,864,579	Issued
Sirius Satellite Radio Inc.	Utility	9/17/02	7,158,752	Issued
Sirius XM Radio Inc.	Utility	5/20/98	6,223,019	Issued
Sirius XM Radio Inc.	Utility	10/19/00	6,564,053*	Issued
Sirius XM Radio Inc.	Utility	10/03/03	7,167,128	Issued
Sirius XM Radio Inc.	Design	12/15/06	D576,149	Issued
Sirius XM Radio Inc.	Utility	5/4/95	5,592,471	Issued
Sirius XM Radio Inc.	Utility	7/25/03	6,892,987	Issued
Sirius XM Radio Inc.	Utility	6/27/06	10/585,007	Pending
Sirius XM Radio Inc.	Utility	4/10/92	5,278,863	Issued
Sirius XM Radio Inc.	Utility	4/16/93	5,319,673	Issued
Sirius XM Radio Inc.	Utility	4/13/94	5,485,485	Issued
Sirius XM Radio Inc.	Utility	2/26/97	5,794,138	Issued
Sirius XM Radio Inc.	Utility	3/10/98	6,023,616	Issued
Sirius XM Radio Inc.	Utility	9/1/95	5,745,839	Issued
Sirius XM Radio Inc.	Utility	11/1/96	5,720,039	Issued
Sirius XM Radio Inc.	Utility	7/9/01	7,251,452	Issued
Sirius XM Radio Inc.	Utility	12/1/06	11/607,383	Pending
Sirius XM Radio Inc.	Utility	10/18/2006	11/550,493	Pending
Sirius XM Radio Inc.	Utility	9/22/05	11/233,583	Pending
Sirius XM Radio Inc.	Utility	11/16/05	11/281,783	Pending

<u>Debtor/Grantor</u>	<u>Type</u>	<u>Filing/Issue Date</u>	<u>Application/ Patent No.</u>	<u>Status</u>
Sirius XM Radio Inc.	Utility	8/10/07	11/891,558	Pending
Sirius XM Radio Inc.	Utility	3/26/08	12/079,467	Pending
Sirius XM Radio Inc.	Utility	3/28/08	12/079,782	Pending
Sirius XM Radio Inc.	Utility	3/31/08	12/080,135	Pending
Sirius XM Radio Inc.	Utility	7/31/08	12/184,023	Pending
Sirius XM Radio Inc.	Utility	7/31/08	12/183,980	Pending
Sirius XM Radio Inc.	Utility	8/1/08	12/184,659	Pending
Sirius XM Radio Inc.	Utility	8/1/08	12/221,363	Pending
Sirius XM Radio Inc.	Utility	11/2/07	10/585,007	Pending
Sirius XM Radio Inc.	Utility	3/31/09	12/416,027	Pending
Sirius XM Radio Inc.	Utility	3/31/09	12/415,648	Pending
Sirius XM Radio Inc.	Utility	3/31/09	12/384,127	Pending
Sirius XM Radio Inc.	Utility	4/20/09	12/426,928	Pending

Schedule II – Trademarks

Debtor/Grantor	Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
Sirius XM Radio Inc.	Dog Logo 	2/14/2003	76/489,492	1/13/2004	2,804,490	Issued
Sirius XM Radio Inc.	Heart Logo 	6/8/2007	77/201,550	n/a	n/a	Pending
Sirius XM Radio Inc.	ARTIST IMPACT	3/3/2009	77/682,378	n/a	n/a	Pending
Sirius XM Radio Inc.	BENEATH THE NEEDLE	5/19/2004	76/592,954	12/27/2005	3,033,578	Issued
Sirius XM Radio Inc.	CHILL	6/14/2004	76/596,769	7/25/2006	3,118,724	Issued
Sirius XM Radio Inc.	DRIVER 2CREW CHATTER	8/7/2007	77/249,326	2/19/2008	3,387,126	Issued
Sirius XM Radio Inc.	FACTION	6/14/2004	76/596,768	12/13/2005	3,025,580	Issued
Sirius XM Radio Inc.	GAMEALERT	6/15/2004	76/597,347	4/17/2007	3,231,718	Issued
Sirius XM Radio Inc.	GET SIRIUS	11/2/1999	75/838,490	7/25/2006	3,121,059	Issued
Sirius XM Radio Inc.	IT'S _ON	2/14/2003	76/489,478	2/10/2004	2,812,561	Issued
Sirius XM Radio Inc.	MIRGE	11/7/2008	77/609,727	n/a	n/a	Pending
Sirius XM Radio Inc.	ORBITER	3/22/2004	76/582,341	12/13/2005	3,029,892	Issued
Sirius XM Radio Inc.	OUTQ	4/16/2003	76/506,915	2/24/2004	2,816,802	Issued
Sirius XM Radio Inc.	POWER ALLEY	2/13/2009	77/669,976	n/a	n/a	Pending
Sirius XM Radio Inc.	S>PLEX	12/17/2001	76/977,535	7/19/2005	2,972,555	Issued
Sirius XM Radio Inc.	SHADE 45	9/7/2004	76/610,364	12/5/2006	3,181,371	Issued
Sirius XM Radio Inc.	SIR	8/2/2006	78/943,158	n/a	n/a	Pending
Sirius XM Radio Inc.	SIR SIRIUS INTERNET RADIO	8/2/2006	78/943,148	n/a	n/a	Pending

Debtor/Grantor	Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
Sirius XM Radio Inc.	SIRIUS	8/6/1999	75/769,598	3/21/2006	3,071,291	Issued
Sirius XM Radio Inc.	SIRIUS	8/18/1999	75/778,346	7/11/2006	3,114,505	Issued
Sirius XM Radio Inc.	SIRIUS	2/11/1998	75/432,324	12/28/2004	2,914,720	Issued
Sirius XM Radio Inc.	SIRIUS	2/11/1998	75/979,592	8/28/2001	2,481,900	Issued
Sirius XM Radio Inc.	SIRIUS (Stylized) (Black & White)	9/10/1999	75/796,898	1/30/2007	3,204,232	Issued
	SIRIUS					
Sirius XM Radio Inc.	SIRIUS (Stylized) (Blue)	9/10/1999	75/796,884	7/11/2006	3,114,506	Issued
	SIRIUS					
Sirius XM Radio Inc.	SIRIUS XM HIGHLIGHTS	5/7/2009	77/731,882	n/a	n/a	Pending
Sirius XM Radio Inc.	SIRIUS INTERNET RADIO	8/2/2006	78/943,154	7/29/2008	3,478,281	Issued
Sirius XM Radio Inc.	SIRIUS INV	10/19/2006	77/024,941	8/12/2008	3,485,527	Issued
Sirius XM Radio Inc.	SIRIUS RADIO	8/17/1999	75/777,847	12/23/2008	3,550,509	Issued
Sirius XM Radio Inc.	SIRIUS RADIO	8/18/1999	75/778,344	8/19/2008	3,489,086	Issued
Sirius XM Radio Inc.	SIRIUS READY	8/8/2001	76/297,378	5/6/2008	3,423,257	Issued
Sirius XM Radio Inc.	SIRIUS SATELLITE RADIO	9/10/1999	75/796,701	7/18/2006	3,117,441	Issued
Sirius XM Radio Inc.	SKYDOCK	2/2/2009	77/661,457	n/a	n/a	Pending
Sirius XM Radio Inc.	SPEEDSTER	8/3/2006	78/944,016	n/a	n/a	Pending
Sirius XM Radio Inc.	S-SEEK	5/7/2003	76/512,418	5/3/2005	2,946,527	Issued
Sirius XM Radio Inc.	STILETTO	5/25/2006	78/892,447	11/13/2007	3,337,257	Issued
Sirius XM Radio Inc.	STRATUS	8/3/2006	78/944,014	6/23/2009	3,645,079	Issued

Debtor/Grantor	Mark	Filing Date	App. No.	Reg. Date	Reg. No.	Status
Sirius XM Radio Inc.	TATTOO RADIO	5/19/2004	76/592,953	12/27/2005	3,033,577	Issued
Sirius XM Radio Inc.	THE BEST RADIO ON RADIO	4/19/2006	78/978,431	8/7/2007	3,278,256	Issued
Sirius XM Radio Inc.	THE BEST RADIO ON RADIO	4/19/2006	78/864,406	12/30/2008	3,555,390	Issued
Sirius XM Radio Inc.	TRAVEL LINK	7/23/2007	77/235,967	n/a	n/a	Pending
Sirius XM Radio Inc.	TRAVEL LINK	7/23/2007	77/235,959	n/a	n/a	Pending
Sirius XM Radio Inc.	WELCOME TO THE BEST RADIO ON RADIO	8/3/2007	77/246,807	n/a	n/a	Pending
Sirius XM Radio Inc.	WELCOME TO THE BEST RADIO ON RADIO	5/13/2008	77/473,169	6/23/2009	3,642,129	Issued
Sirius XM Radio Inc.	WELCOME TO THE BEST RADIO ON RADIO	8/3/2007	77/246,821	4/1/2008	3,407,543	Issued