

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SUBSIDIARY SECURITY AGREEMENT - INSTRUMENT OF JOINDER |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| WILDBLUE COMMUNICATIONS, INC. | | 12/15/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | UNION BANK, N.A. (formerly known as Union Bank of California, N.A.), as Collateral Agent |
| Street Address: | 530 B STREET, 4TH FLOOR, S-420 |
| Internal Address: | ATTN: MARK ADELMAN |
| City: | SAN DIEGO |
| State/Country: | CALIFORNIA |
| Postal Code: | 92101 |
| Entity Type: | NATIONAL BANKING ASSOCIATION: UNITED STATES |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------------|
| Registration Number: | 3346223 | HIGH-SPEED INTERNET. OUT OF THE BLUE. |
| Registration Number: | 3112986 | SATELLITE SPEED INTERNET |
| Registration Number: | 3069378 | W |
| Registration Number: | 3072167 | W WILDBLUE |
| Registration Number: | 3160428 | WILDBLUE |
| Registration Number: | 3064348 | WILDBLUE |
| Registration Number: | 3030298 | WILDBLUE COMMUNICATIONS |
| Registration Number: | 3069430 | WILDBLUE REACHES YOU |

CORRESPONDENCE DATA

Fax Number: (213)226-4028
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-858-1000

CH \$215.00 3346223

Email: kevin.davis@pillsburylaw.com
Correspondent Name: KAREN DAWSON, ESQ.
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2: 1540 BROADWAY
Address Line 4: NEW YORK, NEW YORK 10036-4039

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 005550-0000439 |
| NAME OF SUBMITTER: | KAREN DAWSON |
| Signature: | /Karen Dawson/ |
| Date: | 12/23/2009 |

Total Attachments: 5

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SUBSIDIARY SECURITY AGREEMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER (this "Joinder") is executed as of December 15, 2009, by WildBlue Communications, Inc., a Delaware corporation ("Joining Party"), and delivered to Union Bank, N.A. (formerly known as Union Bank of California, N.A.), as Collateral Agent, pursuant to the Subsidiary Security Agreement (the "Security Agreement"), dated as of July 1, 2009, as amended or supplemented from time to time, made by ViaSat Satellite Ventures, LLC, a Delaware limited liability company, ViaSat Satellite Ventures U.S. I, LLC, a Delaware limited liability company, ViaSat Satellite Ventures U.S. II, LLC, a Delaware limited liability, ViaSat Credit Corp., a Delaware corporation, VSV I Holdings, LLC, a Delaware limited liability company, VSV II Holdings, LLC, a Delaware limited liability company, and from time to time those Subsidiaries of the Borrower that become parties thereto (collectively, the "Grantors") in favor of Collateral Agent and the Lenders referred to in the Loan Agreement described below. Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Security Agreement.

RECITALS

(A) The Security Agreement was made by the Grantors in favor of Collateral Agent for the ratable benefit of the Lenders that are parties to that certain Fourth Amended and Restated Revolving Loan Agreement dated as of July 1, 2009, by and among ViaSat, Inc. (the "Borrower"), the Lenders which are parties thereto, Union Bank, N.A. (formerly known as Union Bank of California, N.A.), as Administrative Agent; Bank of America, N.A., as Syndication Agent; JPMorgan Chase Bank, N.A., as Documentation Agent; Banc of America Securities LLC and Union Bank, N.A., as Joint Lead Arrangers and Joint Book Runners; and the Collateral Agent, as amended by the First Amendment to Fourth Amended and Restated Revolving Loan Agreement, dated as of September 30, 2009, and the Second Amendment to Fourth Amended and Restated Revolving Loan Agreement, dated as of October 6, 2009, and that certain Letter Agreement re: WildBlue Acquisition/Calculation of EBITDA – Third Amendment, dated as of December 15, 2009, and as may be further amended, modified and supplemented from time to time (the "Loan Agreement").

(B) Joining Party has become a Guarantor under the Loan Agreement and, as such, is required to become a party to the Security Agreement.

(C) Joining Party expects to realize direct and indirect benefits as a result of the availability to the Borrower of the Loans under the Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a party to the Security Agreement as an additional joint and several "Grantor." Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Security Agreement with respect to all Obligations heretofore or hereafter incurred under the Loan Documents, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Security Agreement. To that end, Joining Party hereby assigns and pledges to Secured Party and grants to Secured Party a first priority security interest in all of its right title and interest in and to presently existing and after acquired or arising Collateral as security for the timely payment and performance of each of the Obligations.


(2) Joining Party hereby authorizes Secured Party to file such UCC-1 financing statements in such filing offices as Secured Party reasonably believes are necessary or desirable to perfect its Lien on the Collateral. In addition, concurrent with the Joining Party's execution and delivery of this Joinder to Secured Party, and at any time and from time to time at the request of Secured Party, Joining Party shall execute and deliver to Secured Party all such agreements, instruments or documents in form and substance satisfactory to Secured Party as shall be reasonably necessary or desirable to perfect fully, when filed and/or recorded, and to ensure the first-priority status of, Secured Party's security interests in the Collateral.

(3) THIS JOINDER SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

(4) The effective date of this Joinder is December 15, 2009.

"Joining Party"

WILDBLUE COMMUNICATIONS, INC.,
a Delaware corporation

By: 
Name: Keven K. Lippert
Title: Vice President and Secretary

ACKNOWLEDGED:

UNION BANK, N.A.,
as Collateral Agent

By: _____

Name: _____

Title: _____

[Signature Page to Instrument of Joinder to Subsidiary Security Agreement]

(2) Joining Party hereby authorizes Secured Party to file such UCC-1 financing statements in such filing offices as Secured Party reasonably believes are necessary or desirable to perfect its Lien on the Collateral. In addition, concurrent with the Joining Party's execution and delivery of this Joinder to Secured Party, and at any time and from time to time at the request of Secured Party, Joining Party shall execute and deliver to Secured Party all such agreements, instruments or documents in form and substance satisfactory to Secured Party as shall be reasonably necessary or desirable to perfect fully, when filed and/or recorded, and to ensure the first-priority status of, Secured Party's security interests in the Collateral.

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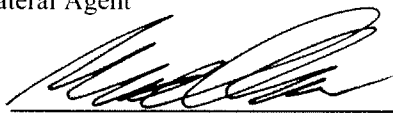
“Joining Party”

WILDBLUE COMMUNICATIONS, INC.,
a Delaware corporation

By: _____
Name: Keven K. Lippert
Title: Vice President and Secretary

ACKNOWLEDGED:

UNION BANK, N.A.,
as Collateral Agent

By:  _____
Name: MARK ABELMAN
Title: VICE PRESIDENT

[Signature Page to Instrument of Joinder to Subsidiary Security Agreement]

U.S. PATENTS

| Title | Application/Patent Number | Filing/Issue Date | Assignee |
|---|---|-------------------|-------------------------------|
| PATENT PUBLICATIONS | | | |
| Network-Access Satellite Communication System | Provisional Appl. No. 60/840,809 | 08/29/06 | WildBlue Communications, Inc. |
| Network-Access Satellite Communication System | Serial No. 11/847,006 Pub. No. 20080056189 | 08/29/07 | WildBlue Communications, Inc. |
| Network-Access Satellite Communication System | Serial No. 11/847,064 Pub. No. 20080056176 | 08/29/07 | WildBlue Communications, Inc. |
| Network-Access Satellite Communication System | Serial No. 11/847,084 Pub. No. 20080055153 | 08/29/07 | WildBlue Communications, Inc. |
| Network-Access Satellite Communication System | Serial No. 11/847,102 Pub. No. 20080055152 | 08/29/07 | WildBlue Communications, Inc. |
| Network-Access Satellite Communication System | Serial No. 11/847,121 Pub. No. 20080055151 | 08/29/07 | WildBlue Communications, Inc. |
| PATENT REGISTRATIONS | | | |
| Method and Device for Accurately Pointing a Satellite Earth Station Antenna | 7,289,062 | 10/30/07 | WildBlue Communications, Inc. |
| Power Control Systems and Methods for Use in Satellite-Based Data Communications Systems | 7,010,266 | 03/07/06 | WildBlue Communications, Inc. |
| Multi-Band Antenna for Bundled Broadband Satellite Internet Access and DBS Television Service | 6,512,485 | 01/28/03 | WildBlue Communications, Inc. |

U.S. TRADEMARKS

| U.S. Trademark | Serial No. Registration No. | Filing Date Issue Date | Assignee |
|---------------------------------------|--------------------------------|---------------------------|-------------------------------|
| REGISTERED TRADEMARKS | | | |
| HIGH-SPEED INTERNET. OUT OF THE BLUE. | 3,346,223 | 11/27/07 | WildBlue Communications, Inc. |
| SATELLITE SPEED INTERNET | 3,112,986 | 07/04/06 | WildBlue Communications, Inc. |
| W | 3,069,378 | 03/14/06 | WildBlue Communications, Inc. |
| W WILDBLUE | 3,072,167 | 03/21/06 | WildBlue Communications, Inc. |
| WILDBLUE | 3,160,428 | 10/17/06 | WildBlue Communications, Inc. |
| WILDBLUE | 3,064,348 | 02/28/06 | WildBlue Communications, Inc. |
| WILDBLUE COMMUNICATIONS | 3,030,298 | 12/13/05 | WildBlue Communications, Inc. |
| WILDBLUE REACHES YOU | 3,069,430 | 03/14/06 | WildBlue Communications, Inc. |