

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUGHES NETWORK SYSTEMS, LLC		03/16/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A. AS ADMINISTRATIVE AGENT		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3332324	BROADBAND UNBOUND	
Registration Number:	3417295	CONNECT TO THE FUTURE	
Registration Number:	3093477	HUGHES	
Registration Number:	2806871	HUGHES SOFTWARE SYSTEMS	
Registration Number:	3410631	HUGHES SYSTIQUE	
Registration Number:	3277871	HUGHESNET	
Registration Number:	3277872	HUGHESNET	
Registration Number:	3235303	HUGHESNET	
Registration Number:	3235304	HUGHESNET	
Registration Number:	3383133	IPOS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		

OP \$265.00 3332324

900159333

TRADEMARK
 REEL: 004183 FRAME: 0573

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:	045494-0034
-------------------------	-------------

NAME OF SUBMITTER:	Kristin J. Azcona
--------------------	-------------------

Signature:	/kja/
------------	-------

Date:	04/09/2010
-------	------------

Total Attachments: 8

source=Hughes After-Acquired IP Security Agrt#page1.tif
source=Hughes After-Acquired IP Security Agrt#page2.tif
source=Hughes After-Acquired IP Security Agrt#page3.tif
source=Hughes After-Acquired IP Security Agrt#page4.tif
source=Hughes After-Acquired IP Security Agrt#page5.tif
source=Hughes After-Acquired IP Security Agrt#page6.tif
source=Hughes After-Acquired IP Security Agrt#page7.tif
source=Hughes After-Acquired IP Security Agrt#page8.tif

**AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(First Supplemental Filing)**

This After-Acquired Intellectual Property Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “After-Acquired Intellectual Property Security Agreement”), dated as of March 16, 2010, is entered into by Hughes Network Systems, LLC, (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as successor-in-interest to Bear Stearns Corporate Lending Inc., as Administrative Agent for the Secured Parties (in such capacity as administrative agent, together with its successors and permitted assigns, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor, certain financial institutions from time to time party thereto (the “Lenders”) and the Administrative Agent are parties to the Credit Agreement, dated as of April 22, 2005, as amended and restated as of June 27, 2005, as further amended and restated as of April 13, 2006 and as further amended and restated as of the date hereof (as may be further amended, restated, amended and restated, supplemented or modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of April 22, 2005, in favor of the Administrative Agent for the benefit of the Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Grant of Security Interest in U.S. Trademark Rights dated as of June 27, 2005 (the “Trademark Grant”), which was recorded with the U.S. Patent and Trademark Office on July 14, 2005 at Reel/Frame No. 3134/0170 and the Grant of Security Interest in U.S. Patent Rights dated as of June 27, 2005 (the “Patent Grant”), which was recorded with the U.S. Patent and Trademark Office on July 11, 2005 at Reel/Frame No. 016345/0401, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Collateral, including certain Trademarks and Patents of the Grantor registered in the United States Patent and Trademark Office.

WHEREAS, the Grantor has acquired additional Trademark and Patent applications and registrations since the Closing Date and the parties hereto wish to execute this After-Acquired Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement and the Guarantee and Collateral Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARKS. The Grantor hereby pledges and grants to the Administrative Agent a first-priority security interest in and lien on all of the Grantor's right, title and interest in, to and under the following property of the Grantor in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, trade dress, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, *provided, however*, that the foregoing shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, and solely during the period, if any, that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law or any other trademark interest that is damaged, harmed or restricted by the granting of a security interest; and

(b) any and all agreements and licenses providing for the granting of any exclusive right in or to any Trademark registered in the United States Patent and Trademark Office, including each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time).

SECTION 3. GRANT OF SECURITY INTEREST IN PATENTS. The Grantor hereby grants to the Administrative Agent a first-priority security interest in and lien on all of the Grantor's right, title and interest in, to and under the following property of the Grantor in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application required to be listed in Schedule II hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

(b) any and all agreements and licenses providing for the granting of any exclusive right in or to any Patent registered in the United States Patent and Trademark Office, including each agreement referred to in Schedule II hereto (as such schedule may be amended or supplemented from time to time).

SECTION 4. PURPOSE. This After-Acquired Intellectual Property Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the ratable benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and each other Secured Party thereunder) shall remain in full force and effect until expiration or termination thereof in accordance with its terms.

SECTION 5. ACKNOWLEDGMENT. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent for the benefit of the Secured Parties with respect to the security interest in the Trademarks and Patents are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms and conditions of this After-Acquired Intellectual Property Security Agreement and the terms and conditions of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall prevail.

SECTION 6. RECORDATION. This After-Acquired Intellectual Property Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademarks Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks to record this After-Acquired Intellectual Property Security Agreement.

SECTION 7. AMENDMENTS IN WRITING. None of the terms or provisions of this After-Acquired Intellectual Property Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and the Administrative Agent in accordance with Section 9.08 of the Credit Agreement.

SECTION 8. GENERAL.

(a) Governing Law. This After-Acquired Intellectual Property Security Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof whether sounding in contract law, tort law or otherwise shall be governed by, and shall be construed and enforced in accordance with, the laws of the state of New York, without giving effect to any law, rule, provision or principle of conflicts of laws that would cause the laws of any jurisdiction other than the state of New York to be applied (other than any mandatory provisions of the UCC relating to the law governing perfection and the effect of perfection of the security interest).

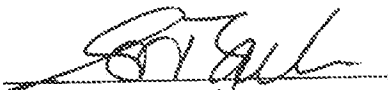
(b) Counterparts. This After-Acquired Intellectual Property Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such

counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this After-Acquired Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUGHES NETWORK SYSTEMS, LLC

By: 
Name: Grant Barber
Title: Executive Vice President and Chief
Financial Officer

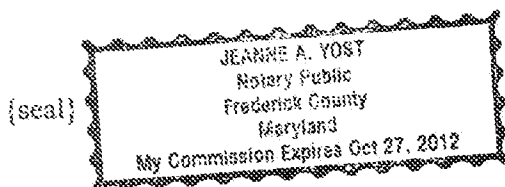
ACKNOWLEDGMENT OF GRANTOR

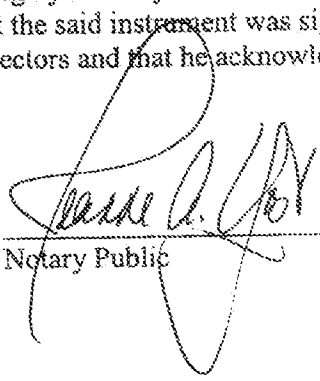
STATE OF MARYLAND)

) ss.

COUNTY OF MONTGOMERY)

On this 16th day of March __, 2010 before me personally appeared Grant Barber, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name:

Title: **Christophe Vohmann**
Executive Director

Schedule I
U.S. Federal Trademark Applications and Registrations

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
BROADBAND UNBOUND	78845587 24-MAR-2006	3332324 06-NOV-2007	Registered
CONNECT TO THE FUTURE	77214944 25-JUN-2007	3417295 29-APR-2008	Registered
HUGHES	75547882 03-SEP-1998	3093477 16-MAY-2006	Registered Section 2(F)
HUGHES SOFTWARE SYSTEMS	76034238 25-APR-2000	2806871 20-JAN-2004	Registered Section 2(F)
HUGHES SYSTIQUE	78786145 06-JAN-2006	3410631 08-APR-2008	Registered
HUGHESNET 	78817550 17-FEB-2006	3277871 07-AUG-2007	Registered
HUGHESNET 	78817559 17-FEB-2006	3277872 07-AUG-2007	Registered
HUGHESNET	78758918 22-NOV-2005	3235303 24-APR-2007	Registered
HUGHESNET	78758921 22-NOV-2005	3235304 24-APR-2007	Registered
IPOS 	78833072 09-MAR-2006	3383133 12-FEB-2008	Registered

Schedule II
Issued Patents and Pending Patent Applications

No.	Title	App. No. Filing Date	Patent No. Issue Date
1.	Method and system for efficient flow control in a spot beam satellite system	11130985 5/17/2005	
2.	System, method and computer program product for implementing rate 3/4 low density parity check code	11432576 5/11/2006	7581162 8/25/2009
3.	Approach to minimize worst-case queueing delay for a switching communication system with transmission constraints	11499416 8/4/2006	7370116 5/6/2008
4.	Method and apparatus for generating low rate turbo codes	12017219 01/21/2008	
5.	Method and system for adaptively applying performance enhancing functions	12046883 3/12/2008	7643416 1/5/2010
6.	Method and system for providing scrambled coded multiple access (SCMA)	12056144 3/26/2008	
7.	Method and system for providing a satellite interface to support mobile communication services	12324260 11/26/2008	

OC\1054120.3