

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadpoint Holdco, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
Broadpoint, LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
Broadpoint License Co., LLC		06/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank, ACB		
Street Address:	5500 South Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Bank: COLORADO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3563349	BROADPOINT	
Registration Number:	3479864	CONNECT & DELIVER.	
Registration Number:	3077766	UPLIT EXCEED THE FEED	
Registration Number:	3134047	UPLIT	
Registration Number:	3225614	EXCEED THE FEED	
Registration Number:	2849700	LIT	
Registration Number:	2968252	LOUISIANA INTERNATIONAL TELEPORT	
Registration Number:	2957899	POSEIDON	
Registration Number:	1931188	PETROCOM	
CORRESPONDENCE DATA			

CH \$240.00 3563349

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	424196
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/25/2010

Total Attachments: 12
source=6-25-10 Broadpoint-TM#page1.tif
source=6-25-10 Broadpoint-TM#page2.tif
source=6-25-10 Broadpoint-TM#page3.tif
source=6-25-10 Broadpoint-TM#page4.tif
source=6-25-10 Broadpoint-TM#page5.tif
source=6-25-10 Broadpoint-TM#page6.tif
source=6-25-10 Broadpoint-TM#page7.tif
source=6-25-10 Broadpoint-TM#page8.tif
source=6-25-10 Broadpoint-TM#page9.tif
source=6-25-10 Broadpoint-TM#page10.tif
source=6-25-10 Broadpoint-TM#page11.tif
source=6-25-10 Broadpoint-TM#page12.tif

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of this June 22, 2010 by **BROADPOINT HOLDCO, LLC, BROADPOINT, LLC AND BROADPOINT LICENSE CO., LLC**, each a Delaware limited liability company (each, a "Grantor," and collectively, the "Grantors") in favor of **COBANK, ACB** ("Lender").

WITNESSETH

WHEREAS, Grantors have entered into that certain Loan and Security Agreement dated as of June 8, 2010 as borrowers (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") with Lender (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, each Grantor has granted to Lender, a security interest in all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Lender and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents (other than Permitted Liens) without prior written consent of Lender.

4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

[signatures to appear on following page]

**[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]**

067035.01002/21885708v.1

**TRADEMARK
REEL: 004231 FRAME: 0401**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

BROADPOINT HOLDCO, LLC

By: [Signature]
Name: Daniel E. Hopkins
Title: Chief Financial Officer

BROADPOINT, LLC

By: [Signature]
Name: Daniel E. Hopkins
Title: Chief Financial Officer

BROADPOINT LICENSE CO., LLC

By: [Signature]
Name: Daniel E. Hopkins
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

COBANK, ACB,
as Lender

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

067035.01002/21885708v.1

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

BROADPOINT HOLDCO, LLC

By: _____
Name: _____
Title: _____

BROADPOINT, LLC

By: _____
Name: _____
Title: _____

BROADPOINT LICENSE CO., LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

COBANK, ACB,
as Lender

By: Ken Allen
Name: Ken Allen
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

067035.01002/21885708v.1

SCHEDULE 1

TRADEMARK REGISTRATIONS

<i>Mark</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>
 Broadpoint	Petrocom, LLC	USA	3563349	20 January 2009
CONNECT & DELIVER (stylized)	Petrocom, LLC	USA	3479864	05 August 2008
UPLIT EXCEED THE FEED (&design) 	Petrocom, LLC	USA	3077766	4 April 2006
UPLIT (stylized)	Petrocom, LLC	USA	3134047	22 August 2006
EXCEED THE FEED (stylized)	Petrocom, LLC	USA	3225614	3 April 2007
LIT	Petrocom, LLC	USA	2849700	1 June 2004
LOUISIANA INTERNATIONAL TELEPORT	Petrocom, LLC	USA	2968252	12 July 2005
POSEIDON	Petrocom, LLC	USA	2957899	31 May 2005
PETROCOM	Petrocom, LLC	USA	1931188	31 Oct. 1995
BROADPOINT	Petrocom, LLC	Louisiana	59-8425	4 October 2007
COASTEL	BACHOW/CO ASTEL, LLC	Louisiana	54-2712	October 28, 1996
COASTEL/OFFSH ORE CELLULAR SERVICE - LOGO: A SQUARE WITH WATER LINES, WITH THE WORD COASTEL IN LARGE LETTERS, WITH THE WORDS "OFFSHORE CELLULAR SERVICE" BELOW IN SMALLER LETTERS	BACHOW/CO ASTEL, LLC	Louisiana	54-2714	October 28, 1996

B-1

067035.01002/21885708v.1

<i>Mark</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>
"COASTEL (OFFSHORE CELLULAR SERVICE)" & LOGO SQUARE WITH WATER LINES WITH THE WORDS "COASTEL OFFSHORE CELLULAR SERVICE"	BACHOW/CO ASTEL, LLC	Louisiana	54-2255	September 4, 1996
COASTEL/OFFSHORE TELECOMMUNICATIONS SERVICES - LOGO: A SQUARE WITH WATER LINES, WITH THE WORDS COASTEL IN LARGE LETTERS, WITH THE WORDS "OFFSHORE TELECOMMUNICATIONS SERVICES" IN SMALLER LETTERS PRINTED BELOW	BACHOW/CO ASTEL, LLC	Louisiana	54-2713	October 28, 1996

PATENT REGISTRATIONS

<i>Title</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Patent No.</i>	<i>Filing Date</i>
METHOD AND APPARATUS FOR CONTROLLING UPLINK TRANSMISSION POWER WITHIN A SATELLITE COMMUNICATION SYSTEM	Sola Communications Inc.	US	6,763,006	20 September 2000

SCHEDULE -1

067035.01002/21885708v.1

TRADEMARK
REEL: 004231 FRAME: 0406

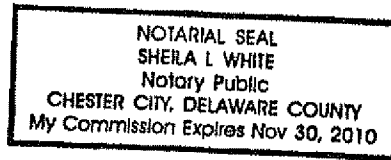
COMPANY ACKNOWLEDGMENT

State of Pa)
De : SS
County)

This instrument was acknowledged before me on the 22 day of June, 2010, by
Daniel Hopkins as CEO of BroadPoint:

[Seal]

Sheila L White
Notary Public, State of Pa
My commission expires on 11/30/2010



POWER OF ATTORNEY

BROADPOINT HOLDCO, LLC, BROADPOINT, LLC and BROADPOINT LICENSE Co., LLC, each a Delaware limited liability company (each, a “Grantor,” and collectively, the “Grantors”), hereby authorize **COBANK, ACB**, its successors and assigns, and any officer or agent thereof (“Lender”), under that certain Loan and Security Agreement among Lender and Grantors, dated as of June 8, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, or any of them, with the power to endorse the name of Grantors, or any of them, on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Lender dated as of June __, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark and Patent Security Agreement”), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of any Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors, or any of them, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, or any of them, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

BROADPOINT HOLDCO, LLC

By: *Daniel E. Hopkins*
Name: Daniel E. Hopkins
Title: Chief Financial Officer

BROADPOINT, LLC

By: *Daniel E. Hopkins*
Name: Daniel E. Hopkins
Title: Chief Financial Officer

BROADPOINT LICENSE CO., LLC

By: *Daniel E. Hopkins*
Name: Daniel E. Hopkins
Title: Chief Financial Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY]

067035.01002/21885708v.1

