

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HGW U.S. Holding Company, L.P.		09/28/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	LightSquared LP
Street Address:	10802 Parkridge Boulevard
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20191
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85016104	LIGHTSQUARED
Serial Number:	85016135	LIGHTSQUARED
Serial Number:	85016159	LIGHTSQUARED
Serial Number:	85016190	LIGHTSQUARED
Serial Number:	85016206	LIGHTSQUARED
Serial Number:	85016217	LIGHTSQUARED
Serial Number:	85016232	OPPORTUNITY, MULTIPLIED
Serial Number:	85016248	OPPORTUNITY, MULTIPLIED
Serial Number:	85016253	OPPORTUNITY, MULTIPLIED

CORRESPONDENCE DATA

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900173279

**TRADEMARK
 REEL: 004290 FRAME: 0898**

CH \$240.00 85016104

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ATTORNEY DOCKET NUMBER:	38549.01900
NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	10/06/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is entered into this 28th day of September, 2010, by and between HGW U.S. Holding Company L.P. ("Assignor"), a Delaware limited partnership, having an office at 450 Park Avenue, 27th Floor, New York, NY 10022, USA, and LIGHTSQUARED LP ("Assignee"), a Delaware limited partnership, and their heirs or assignees, having an office at 10802 Parkridge Boulevard, Reston, VA 20191, USA.

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the United States and Canadian trademark applications and common law trademarks (the "Marks") set forth on Schedule A hereto;

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to transfer, assign and otherwise convey to Assignee any and all of Assignor's rights, title and interest in, to and under the Marks, and the good will associated therewith, including all United States Trademark Applications (the "Applications") set forth in Schedule A;

WHEREAS, Assignee desires to succeed to and Assignor wishes to transfer, assign and otherwise convey all of Assignor's ongoing and existing business activities to which the Applications pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignor does hereby transfer, assign and otherwise convey to Assignee and Assignee hereby accepts the assignment and transfer of, all of Assignor's right, title and interest in, to and under (1) the Marks, together with all of Assignor's ongoing and existing business activities to which the Applications pertain and the goodwill associated with and symbolized by the Marks, and all marks consisting of or comprising the Marks, and the Registrations, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, (2) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate to vest in Assignee, or to its successors and assigns, the rights hereby transferred including, but not limited to, filing assignment documents in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, and to promptly execute all papers and to perform such other necessary and appropriate acts as may be reasonably

Schedule A**U.S. Trademark Applications**

Trademark	Application Number	Filing Date
LIGHTSQUARED (design)	85/016104	April 16, 2010
LIGHTSQUARED	85/016135	April 16, 2010
LIGHTSQUARED	85/016159	April 16, 2010
LIGHTSQUARED (design)	85/016190	April 16, 2010
LIGHTSQUARED (design)	85/016206	April 16, 2010
LIGHTSQUARED	85/016217	April 16, 2010
OPPORTUNITY, MULTIPLIED	85/016232	April 16, 2010
OPPORTUNITY, MULTIPLIED	85/016248	April 16, 2010
OPPORTUNITY, MULTIPLIED	85/016253	April 16, 2010

Canadian Trademark Applications

Trademark	Application Number	Filing Date
LIGHTSQUARED (design)	1482923	May 28, 2010
LIGHTSQUARED	1482924	May 28, 2010
OPPORTUNITY, MULTIPLIED	1487102	June 30, 2010