

**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
LightSquared LP		10/01/2010	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wilmington Trust FSB, as Collateral Trustee
Street Address:	111 South Calvert Street
Internal Address:	Suite 2620
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	Federal Savings Bank: UNITED STATES

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2007216	MSAT
Registration Number:	3584055	REDEFINING WIRELESS COMMUNICATIONS
Registration Number:	3676888	SKYTERRA
Registration Number:	3680387	SMART
Registration Number:	2959303	KEEP ON TRACKING
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

CH \$365.00 2007216

Serial Number:

85016253

OPPORTUNITY, MULTIPLIED

**CORRESPONDENCE DATA**

Fax Number: (212)751-4864

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Angela M. Amaru c/o Latham & Watkins

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

029217-0190

NAME OF SUBMITTER:

Angela M. Amaru

Signature:

/s/ Angela M. Amaru

Date:

10/12/2010

**Total Attachments: 7**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of October 1, 2010, by LIGHTSQUARED LP, ATC TECHNOLOGIES, LLC, LIGHTSQUARED INC. OF VIRGINIA, LIGHTSQUARED SUBSIDIARY LLC and LIGHTSQUARED CORP. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of WILMINGTON TRUST FSB, in its capacity as Collateral Trustee under the Security Agreement referred to below (in such capacity, the “Collateral Trustee”).

### WITNESSETH:

WHEREAS, the Pledgors are party to a U.S. Security Agreement dated as of October 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Trustee pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Trustee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement referred to in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Trustee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Trustee shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Trustee shall execute, acknowledge, and

deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LIGHTSQUARED LP

By: LightSquared GP Inc., its General Partner

By: *Dion Oglesby*  
Name: Dion Oglesby  
Title: CFO

U.S. TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004294 FRAME: 0707

ATC TECHNOLOGIES, LLC

By: LightSquared LP, its Managing Member

By: LightSquared GP Inc., the General Partner of  
LightSquared LP

By: *Dion Oglesby*  
Name: Dion Oglesby  
Title: CFO

LIGHTSQUARED INC. OF VIRGINIA

By: *Dion Oglesby*  
Name: Dion Oglesby  
Title: CFO

LIGHTSQUARED SUBSIDIARY LLC

By: LightSquared LP, its Managing Member

By: LightSquared GP Inc., the General Partner of  
LightSquared LP

By: *Dion Oglesby*  
Name: Dion Oglesby  
Title: CFO

LIGHTSQUARED CORP.

By: *Dion Oglesby*  
Name: Dion Oglesby  
Title: CFO

U.S. TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004294 FRAME: 0708

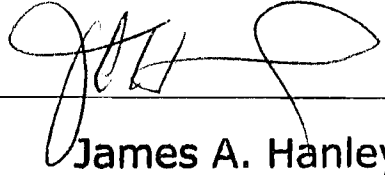
Accepted and Agreed:

WILMINGTON TRUST FSB,  
as Collateral Trustee

By: \_\_\_\_\_

Name:

Title:



**James A. Hanley**  
**Vice President**

U.S. TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004294 FRAME: 0709**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

U.S. Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
LightSquared LP	2007216	MSAT
LightSquared LP	3584055	REDEFINING WIRELESS COMMUNICATIONS
LightSquared LP	3676888	SKYTERRA
LightSquared LP	3680387	SMART
LightSquared LP	2959303	KEEP ON TRACKING

U.S. Applications:

<b>Owner</b>	<b>Application Number</b>	<b>Trademark</b>
LightSquared LP	85/016104	LIGHTSQUARED & design
LightSquared LP	85/016135	LIGHTSQUARED
LightSquared LP	85/016159	LIGHTSQUARED
LightSquared LP	85/016190	LIGHTSQUARED & design
LightSquared LP	85/016206	LIGHTSQUARED & design
LightSquared LP	85/016217	LIGHTSQUARED
LightSquared LP	85/016232	OPPORTUNITY, MULTIPLIED
LightSquared LP	85/016248	OPPORTUNITY, MULTIPLIED
LightSquared LP	85/016253	OPPORTUNITY, MULTIPLIED

Canada Registrations:

<b>Owner</b>	<b>Registration No.</b>	<b>Country</b>	<b>Trademark</b>
LightSquared LP	598,916	CANADA	KEEP ON TRACKING
LightSquared LP	454,002	CANADA	AMERICA'S MOBILE SATELLITE SERVICE
LightSquared LP	449,063	CANADA	AMSC and design
LightSquared LP	689,301	CANADA	SKYCELL
LightSquared LP	449,420	CANADA	MSAT COMMUNICATOR
LightSquared LP	444,180	CANADA	ALLEZ N'MPORTE OÙ, RESTEZ EN CONTACT
LightSquared LP	449,419	CANADA	COMMUNICATEUR MSAT



Owner	Registration No.	Country	Trademark
LightSquared LP	447,104	CANADA	GO ANYWHERE, STAY IN TOUCH
LightSquared LP	449,418	CANADA	MSAT
LightSquared LP	775583	CANADA	SKYTERRA

Canada Applications:

Owner	Application No.	Country	Trademark
LightSquared LP	1368470	CANADA	UN NOUVEAU SENS AUX COMMUNICATIONS SANS FIL
LightSquared LP	1368468	CANADA	UN NOUVEAU SENS AU SANS-FIL
LightSquared LP	1363362	CANADA	CUSTOM CAPACITY SERVICE
LightSquared LP	1363359	CANADA	SMART
LightSquared LP	1368462	CANADA	SERVICE À CAPACITÉ ADAPTÉE
LightSquared LP	1363361	CANADA	REDEFINING WIRELESS COMMUNICATIONS
LightSquared LP	1321902	CANADA	SKYCELL
LightSquared LP	1363360	CANADA	REDEFINING WIRELESS
LightSquared LP	1482923	CANADA	LIGHTSQUARED and design
LightSquared LP	1482924	CANADA	LIGHTSQUARED
LightSquared LP	1487102	CANADA	OPPORTUNITY, MULTIPLIED