

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		06/03/2011	LIMITED PARTNERSHIP: DELAWARE
ATC Technologies, LLC		06/03/2011	LIMITED LIABILITY COMPANY: DELAWARE
LightSquared Inc. of Virginia		06/03/2011	CORPORATION: VIRGINIA
LightSquared Subsidiary LLC		06/03/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Collateral Trustee
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	CORPORATION: DELAWARE

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

OP \$365.00 2007216

Serial Number:	85016217	LIGHTSQUARED
Serial Number:	85016232	OPPORTUNITY, MULTIPLIED
Serial Number:	85016248	OPPORTUNITY, MULTIPLIED
Serial Number:	85016253	OPPORTUNITY, MULTIPLIED

CORRESPONDENCE DATA

Fax Number: (404)572-5135
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 53253-019087

NAME OF SUBMITTER: Susan Lake

Signature: /Susan Lake/

Date: 06/13/2011

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of June 3, 2011, by LIGHTSQUARED LP, ATC TECHNOLOGIES, LLC, LIGHTSQUARED INC. OF VIRGINIA and LIGHTSQUARED SUBSIDIARY LLC (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 Second Lien U.S. Security Agreement (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 for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Collateral Trust 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 Second Lien 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.

SECTION 6. Collateral Trust Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement will govern.

[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,
as Pledgor

By: LightSquared GP Inc., its General Partner

By: 

Name: Michael Montemarano
Title: Chief Financial Officer

ATC TECHNOLOGIES, LLC,
as Pledgor

By: LightSquared LP, its Managing Member

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

By: 

Name: Michael Montemarano
Title: Chief Financial Officer

LIGHTSQUARED INC. OF VIRGINIA,
as Pledgor

By: 

Name: Michael Montemarano
Title: Chief Financial Officer

LIGHTSQUARED SUBSIDIARY LLC,
as Pledgor

By: LightSquared LP, its Managing Member

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

By: 

Name: Michael Montemarano
Title: Chief Financial Officer

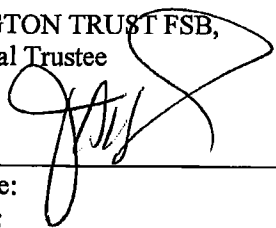
Accepted and Agreed:

WILMINGTON TRUST FSB,
as Collateral Trustee

By: _____

Name:

Title:



James A. Hanley
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Registrations:

Owner	Registration Number	Trademark
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:

Owner	Application Number	Trademark
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

Canadian Registrations:

Owner	Registration No.	Country	Trademark
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	449,419	CANADA	COMMUNICATEUR MSAT
LightSquared LP	447,104	CANADA	GO ANYWHERE, STAY IN TOUCH
LightSquared LP	449,418	CANADA	MSAT
LightSquared LP	775,583	CANADA	SKYTERRA
LightSquared LP	783,874	CANADA	SMART

Canadian 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	1368462	CANADA	SERVICE À CAPACITÉ ADAPTÉE
LightSquared LP	1363361	CANADA	REDEFINING WIRELESS COMMUNICATIONS
LightSquared LP	1363360	CANADA	REDEFINING WIRELESS
LightSquared LP	1482923	CANADA	LIGHTSQUARED and design
LightSquared LP	1482924	CANADA	LIGHTSQUARED
LightSquared LP	1487102	CANADA	OPPORTUNITY, MULTIPLIED

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