

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
EH Holding Corporation		06/08/2011	CORPORATION: COLORADO
EchoStar 77 Corporation		06/08/2011	CORPORATION: DELAWARE
EchoStar Government Services L.L.C.		06/08/2011	LIMITED LIABILITY COMPANY: COLORADO
EchoStar Orbital L.L.C.		06/08/2011	LIMITED LIABILITY COMPANY: COLORADO
EchoStar Satellite Operating Corporation		06/08/2011	CORPORATION: COLORADO
EchoStar Satellite Services L.L.C.		06/08/2011	LIMITED LIABILITY COMPANY: COLORADO
Advanced Satellite Research, LLC		06/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
Helius Acquisition, LLC		06/08/2011	LIMITED LIABILITY COMPANY: UTAH
Helius, LLC		06/08/2011	LIMITED LIABILITY COMPANY: UTAH
HNS Finance Corp.		06/08/2011	CORPORATION: DELAWARE
HNS LICENSE SUB, LLC		06/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
HNS Real Estate, LLC		06/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
HNS-India VSAT, Inc.		06/08/2011	CORPORATION: DELAWARE
HNS-Shanghai, Inc.		06/08/2011	CORPORATION: DELAWARE
Hughes Communications, Inc.		06/08/2011	CORPORATION: DELAWARE
HUGHES NETWORK SYSTEMS, LLC		06/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
HUGHES NETWORK SYSTEMS INTERNATIONAL SERVICE COMPANY		06/08/2011	COMPANY: DELAWARE

OP \$1140.00 2302346

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
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900195084

**TRADEMARK
 REEL: 004567 FRAME: 0190**

Street Address:	625 Marquette Ave., 11th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55470
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2302346	AIREACH
Registration Number:	2634379	AIREACH
Registration Number:	2658179	AIREACH
Registration Number:	2735541	BROADBAND THAT'S OUT OF THIS WORLD
Registration Number:	3332324	BROADBAND UNBOUND
Registration Number:	3417295	CONNECT TO THE FUTURE
Registration Number:	2513722	HELIUS
Registration Number:	1288713	HUGHES
Registration Number:	3093477	HUGHES
Registration Number:	2886884	HUGHES
Registration Number:	2702089	HUGHES BROADBAND ALLIANCE
Registration Number:	3410631	HUGHES SYSTIQUE
Registration Number:	2886885	HUGHES
Registration Number:	2995459	HUGHES
Registration Number:	3006113	HUGHES
Registration Number:	3066229	HUGHES
Registration Number:	3235304	HUGHESNET
Registration Number:	3235303	HUGHESNET
Registration Number:	3277872	HUGHESNET
Registration Number:	3277871	HUGHESNET
Registration Number:	3383133	IPOS
Registration Number:	2774975	HUGHES NETWORK SYSTEMS
Registration Number:	2756870	MEDIAWRITE
Registration Number:	3541805	SPACEWAY
Registration Number:	3541804	SPACEWAY
Registration Number:	3697087	VIP-TV
Registration Number:	3697088	VIP-HD

Registration Number:	3690595	VIP-INTERNATIONAL
Registration Number:	3690594	VIP-LATINO
Registration Number:	3690593	VIP-MOVIES
Registration Number:	3690592	VIP-PREMIER
Registration Number:	3173303	VIPRADIO.COM
Serial Number:	77828426	JUPITER-SAT
Serial Number:	85136327	VIP TV
Serial Number:	85135839	VIP TV
Serial Number:	77306667	VIP-HD
Serial Number:	77306689	VIP-INTERNATIONAL
Serial Number:	77306655	VIP-LATINO
Serial Number:	77306626	VIP-MOVIES
Serial Number:	77306554	VIP-PREMIER
Serial Number:	77306582	VIP-TV
Serial Number:	77707451	ECHOSTAR SATELLITE SERVICES
Serial Number:	77707454	ECHOSTAR SATELLITE SERVICES
Serial Number:	77707458	ECHOSTAR SATELLITE SERVICES
Serial Number:	77707459	ECHOSTAR SATELLITE SERVICES

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Common Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
Signature:	/Doris Ka/
Date:	06/22/2011

Total Attachments: 10
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Trademark Security Agreement

Trademark Security Agreement, dated as of June 8, 2011, by EH HOLDING CORPORATION, a Colorado corporation and the Guarantors from time to time party hereto, as pledgors, assignors and debtors (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent 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 Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent 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 pursuant to the security interest granted to the Collateral Agent under the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent 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. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


[signature page follows]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

EH HOLDING CORPORATION,
as Pledgor

By: 
Name: Michael F. Dugan
Title: President and Chief Executive Officer

EHOSTAR 77 CORPORATION
EHOSTAR SATELLITE SERVICES L.L.C.
EHOSTAR ORBITAL L.L.C.
EHOSTAR GOVERNMENT SERVICES L.L.C.
EHOSTAR SATELLITE OPERATING
CORPORATION,
as Pledgors

By: 
Name: Michael T. Dugan
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004567 FRAME: 0196

HUGHES COMMUNICATIONS, INC.,
as Pledgor

By: 

Name: Dean A. Manson
Title: Senior Vice President, General Counsel and
Secretary

HUGHES NETWORK SYSTEMS, LLC,
as Pledgor

By: 

Name: Dean A. Manson
Title: Senior Vice President, General Counsel and
Secretary

HNS FINANCE CORP.,
as Pledgor

By: 

Name: Dean A. Manson
Title: Vice President, General Counsel and
Secretary

**HUGHES NETWORK SYSTEMS
INTERNATIONAL SERVICE COMPANY,**
as Pledgor


By: 

Name: Dean A. Manson
Title: Vice President, General Counsel and
Secretary


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004567 FRAME: 0197


HNS REAL ESTATE, LLC,
as Pledgor

By: 
Name: Dean A. Manson
Title: Vice President, General Counsel and
Secretary


HNS-INDIA VSAT, INC.,
as Pledgor

By: 
Name: Dean A. Manson
Title: Vice President, General Counsel and
Secretary

HNS-SHANGHAI, INC.,
as Pledgor

By: 
Name: Dean A. Manson
Title: Vice President, General Counsel and
Secretary

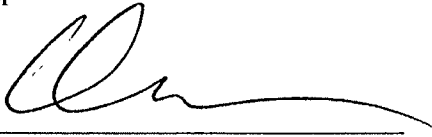
HELIUS, LLC,
as Pledgor

By: 
Name: Dean A. Manson
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004567 FRAME: 0198

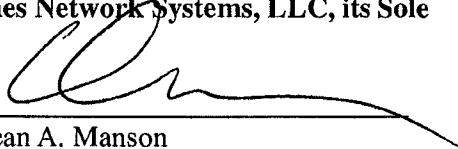
HELIUS ACQUISITION, LLC,
as Pledgor

By: 
Name: Dean A. Manson
Title: Secretary

ADVANCED SATELLITE RESEARCH, LLC,
as Pledgor

By: 
Name: Dean A. Manson
Title: Secretary

HNS LICENSE SUB, LLC,
as Pledgor

**By: Hughes Network Systems, LLC, its Sole
Member**
By: 
Name: Dean A. Manson
Title: Senior Vice President, General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004567 FRAME: 0199

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: **Richard Prokosh**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004567 FRAME: 0200

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>CLASSES</u>
Hughes Network Systems LLC	2,302,346	AIREACH	009
Hughes Network Systems LLC	2,634,379	AIREACH	038
Hughes Network Systems LLC	2,658,179	AIREACH	009
Hughes Network Systems LLC	2,735,541	BROADBAND THAT'S OUT OF THIS WORLD	038
Hughes Network Systems, LLC	3,332,324	BROADBAND UNBOUND	038
Hughes Network Systems, LLC	3,417,295	CONNECT TO THE FUTURE	038
Helius, LLC	2,513,722	HELIUS	009
Hughes Network Systems LLC	1,288,713	HUGHES	009
Hughes Network Systems, LLC	3,093,477	HUGHES (1998 EXPANSION OF SERVICES)	037, 038
Hughes Network Systems LLC	2,886,884	HUGHES (Stylized & Design)	038
Hughes Network Systems LLC	2,702,089	HUGHES BROADBAND ALLI- ANCE	035
Hughes Network Systems, LLC	3,410,631	HUGHES SYSTIQUE	009, 042

Hughes Network Systems, LLC	2,886,885	HUGHES WITH HORIZONTAL LINE	009
Hughes Network Systems LLC	2,995,459	HUGHES WITH HORIZONTAL LINE	037
Hughes Network Systems LLC	3,006,113	HUGHES WITH HORIZONTAL LINE	042
Hughes Network Systems LLC	3,066,229	HUGHES WITH HORIZONTAL LINE	041
Hughes Network Systems, LLC	3,235,304	HUGHESNET	009
Hughes Network Systems, LLC	3,235,303	HUGHESNET	038
Hughes Network Systems, LLC	3,277,872	HUGHESNET WITH TILE DESIGN	009
Hughes Network Systems, LLC	3,277,871	HUGHESNET WITH TILE DESIGN	038
Hughes Network Systems, LLC	3,383,133	IPOS and Design	009
Hughes Network Systems, LLC	2,774,975	HUGHES NETWORK SYSTEMS	009, 038, 042
Helius, LLC	2,756,870	MEDIAWRITE	009
Hughes Network Systems LLC	3,541,805	SPACEWAY	038
Hughes Network Systems LLC	3,541,804	SPACEWAY	009
EH Holding Corporation	3697087	VIP-TV	38, 41
EH Holding Corporation	3697088	VIP-HD	38, 41
EH Holding Corporation	3690595	VIP-INTERNATIONAL	38, 41
EH Holding Corporation	3690594	VIP-LATINO	38, 41
EH Holding Corporation	3690593	VIP-MOVIES	38, 41
EH Holding Corporation	3690592	VIP-PREMIER	38, 41
EH Holding Corporation	3173303	VIPRADIO.COM	38

Applications:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>CLASSES</u>
Hughes Network Systems, LLC	77/828,426	JUPITER-SAT ¹	009, 038
EH Holding Corporation	85/136327 (ITU)	VIP TV Logo	41
EH Holding Corporation	85/135839 (ITU)	VIP TV Logo	38
EH Holding Corporation	77/306667 (ITU)	VIP-HD	38
EH Holding Corporation	77/306689 (ITU)	VIP-INTERNATIONAL	38
EH Holding Corporation	77/306655 (ITU)	VIP-LATINO	38
EH Holding Corporation	77/306626 (ITU)	VIP-MOVIES	38
EH Holding Corporation	77/306554 (ITU)	VIP-PREMIER	38
EH Holding Corporation	77/306582 (ITU)	VIP-TV	38
EchoStar Satellite Services L.L.C.	77/707451	ECHOSTAR SATELLITE SER- VICES	42
EchoStar Satellite Services L.L.C.	77/707454	ECHOSTAR SATELLITE SER- VICES	38
EchoStar Satellite Services L.L.C.	77/707458	ECHOSTAR SATELLITE SER- VICES	41
EchoStar Satellite Services L.L.C.	77/707459 (ITU)	ECHOSTAR SATELLITE SER- VICES	35

¹ Please note that Hughes Network Systems, LLC abandoned this mark as of May 23, 2011.