

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

TELESAT CANADA

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) CANADAAdditional names of conveying parties attached?  Yes  No**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached?  Yes  
 NoName: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 1111 Fannin Street, 10th FloorCity: HoustonState: TXCountry: USA Zip: 77002

- Association      Citizenship USA-Federal  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) MARCH 28, 2012

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

77/295,754

B. Trademark Registration No.(s)

3075102; 3,197,881; 3,060,538; 3,270,778; 3,047,355; and 1710436Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):


**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Ted MulliganInternal Address: CT CorporationSuite 125Street Address: 4400 Easton Commons WayCity: ColumbusState: OHIO Zip: 43219Phone Number: 614 280-3562Fax Number: 800 516-6304Email Address: ted.mulligan@wolterskluwer.com**6. Total number of applications and registrations involved:**7**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**


Signature

April 2, 2012

Date

Ted Mulligan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**U.S. Trademark Security Agreement**

**U.S. Trademark Security Agreement**, dated as of March 28, 2012, by TELESAT CANADA (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, the Grantor is 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 Grantor is required to execute and deliver this U.S. Trademark Security Agreement at the request of the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees 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. As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, the Grantor 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 of the Grantor (the "Collateral"):

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing;

*provided* that, in no event shall the Collateral include Excluded Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this U.S. Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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 U.S. Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this U.S. Trademark Security Agreement.

SECTION 5. Counterparts. This U.S. 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 U.S. Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Agreed Security Principles. The rights and obligations of the Collateral Agent and the Grantor under this Agreement are subject to the Agreed Security Principles.

SECTION 7. Governing Law. This U.S. Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[Signature pages follow]

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

Very truly yours,

TELESAT CANADA

By: 

Name: Christopher S. DiFrancesco  
Title: Vice President, General Counsel, and  
Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Goh Siew Tan**  
**Vice President**

[US Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004746 FRAME: 0132**

**SCHEDULE I**  
**to**  
**U.S. TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Telesat Canada	Anik	3075102
Telesat Canada	Infotrac & Design	3,197,881
Telesat Canada	Telesat	3,060,538
Telesat Canada	Telipro	3,270,778
Telesat Canada	ONORBIT FDS (Stylized)	3,047,355
Telesat Canada	Telesat Satellite and Ellipse Design	Application 77/295,754
Telesat Canada (as assigned by Loral Skynet Corporation)	Skynet	1710436