

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (SECOND LIEN)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New LightSquared LLC		12/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2007216	MSAT	
Registration Number:	3676888	SKYTERRA	
Registration Number:	3680387	SMART	
Registration Number:	4572620	LIGHTSQUARED	
Registration Number:	4564387	LIGHTSQUARED	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 530-5000		
Email:	trademark@milbank.com		
Correspondent Name:	Nathaniel T. Browand		
Address Line 1:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 2:	28 Liberty Street, 47th Floor		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	42731.00400		
NAME OF SUBMITTER:	Nathaniel T. Browand		

CH \$140.00 2007216

SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	01/22/2016
Total Attachments: 5 source=Trademark Security Agreement (Second Lien) - New LightSquared LLC [executed]#page1.tif source=Trademark Security Agreement (Second Lien) - New LightSquared LLC [executed]#page2.tif source=Trademark Security Agreement (Second Lien) - New LightSquared LLC [executed]#page3.tif source=Trademark Security Agreement (Second Lien) - New LightSquared LLC [executed]#page4.tif source=Trademark Security Agreement (Second Lien) - New LightSquared LLC [executed]#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of December 7, 2015, by New LightSquared LLC (the “Pledgor”), in favor of JEFFERIES FINANCE LLC, in its capacity as Collateral Agent under the Security Agreement referred to below (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of December 7, 2015 (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 Pledgor is 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 Credit Agreement, the Pledgor 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 or the Credit Agreement referred to in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Pledgor:

- (a) Trademarks of the 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 Agent pursuant to the Security Agreement and Pledgor 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 Pledgor 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.

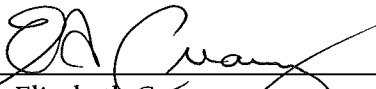
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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,

New LightSquared LLC

By: 
Name: Elizabeth Creary
Title: Vice President and Assistant Secretary

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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,

New LightSquared LLC

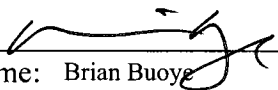
By: _____

Name:

Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____

Name: Brian Buoye

Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Registrations:

<u>Owner</u>	<u>Registration Number</u>	<u>Trademark</u>
New LightSquared LLC	2007216	MSAT
New LightSquared LLC	3676888	SKYTERRA
New LightSquared LLC	3680387	SMART
New LightSquared LLC	4572620	LIGHTSQUARED
New LightSquared LLC	4564387	LIGHTSQUARED

U.S Applications:

None.