

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405516

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT (SECOND LIEN)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ligado Networks LLC		11/07/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFERIES FINANCE LLC		
<b>Street Address:</b>	520 MADISON AVENUE		
<b>Internal Address:</b>	19TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5030378	LIGADO	
<b>Registration Number:</b>	5030380	LIGADO NETWORKS	
<b>Registration Number:</b>	5036082	LIGADO NETWORKS	
<b>Registration Number:</b>	5036073	LIGADO NETWORKS MAKING STRONGER CONNECTI	
<b>Registration Number:</b>	3680387	SMART	
<b>Registration Number:</b>	2007216	MSAT	
<b>Registration Number:</b>	4564387	LIGHTSQUARED	
<b>Registration Number:</b>	4572620	LIGHTSQUARED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022930445		
<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>			
<b>Phone:</b>	2022930585		
<b>Email:</b>	mmurphy@giplaw.com		
<b>Correspondent Name:</b>	Michael T. Murphy		
<b>Address Line 1:</b>	1233 Twentieth Street NW, Suite 600		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>NAME OF SUBMITTER:</b>	Daniel Hwang		

CH \$215.00 5030378

<b>SIGNATURE:</b>	/Daniel Hwang/
<b>DATE SIGNED:</b>	11/15/2016
<b>Total Attachments: 5</b> source=Trademark Security Agreement No. 2 (Second Lien) - Ligado Networks#page1.tif source=Trademark Security Agreement No. 2 (Second Lien) - Ligado Networks#page2.tif source=Trademark Security Agreement No. 2 (Second Lien) - Ligado Networks#page3.tif source=Trademark Security Agreement No. 2 (Second Lien) - Ligado Networks#page4.tif source=Trademark Security Agreement No. 2 (Second Lien) - Ligado Networks#page5.tif	

## Trademark Security Agreement No. 2

**Trademark Security Agreement No. 2**, dated as of November 7, 2016, by Ligado Networks 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 U.S. 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;

WHEREAS, the Pledgor is a party to a Trademark Security Agreement dated as of December 7, 2015 in favor of the Collateral Agent pursuant to which the Pledgor has pledged certain Trademarks to the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Pledgor has acquired certain additional Trademarks and is required under the Security Agreement to execute and deliver this Trademark Security Agreement No. 2;

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 No. 2 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 No. 2 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 No. 2.

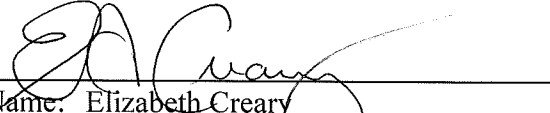
SECTION 5. Counterparts. This Trademark Security Agreement No. 2 may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement No. 2 by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement No. 2 to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Ligado Networks LLC

By:   
Name: Elizabeth Creary  
Title: VP & 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 No. 2 to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Ligado Networks 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:

Owner	App. Ser. No.	Reg. No.	Trademark
Ligado Networks LLC	86/810,324	5,030,378	LIGADO
Ligado Networks LLC	86/810,405	5,030,380	LIGADO NETWORKS
Ligado Networks LLC	86/889,893	5,030,382	LIGADO NETWORKS (Stylized)
Ligado Networks LLC	86/889,778	5,036,073	LIGADO NETWORKS MAKING STRONGER CONNECTIONS
Ligado Networks LLC	77/249,735	3,680,387	SMART
Ligado Networks LLC	74/665,449	2,007,216	MSAT
Ligado Networks LLC	85/016,190	4,564,387	LIGHTSQUARED and Design
Ligado Networks LLC	85/016,159	4,572,620	LIGHTSQUARED and Design

U.S Applications:

N/A