TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreements

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/01/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 69

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

CH $1740.00 2302346

Property Type	Number	Word Mark
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
Registration Number:	4580481	HUGHES
Registration Number:	4949323	SMARTRESOURCES
Registration Number:	4949322	SMARTFETCH
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
Serial Number:	85344548	TURBOPAGE
Serial Number:	85420762	HUGHES
Serial Number:	85420786	HUGHES
Serial Number:	85420838	HUGHES CLOUD SERVICES AND HOSTING
Serial Number:	85420845	HUGHES CLOUD SERVICES (HCS)
Serial Number:	85511685	DOWNLOAD BANK
Serial Number:	86440042	ECHOSTAR
Serial Number:	86440031	ECHOSTAR
Serial Number:	86440020	ECHOSTAR

Property Type	Number	Word Mark
Serial Number:	86439999	ECHOSTAR
Serial Number:	86574877	SMARTRESOURCES
Serial Number:	86574858	SMARTFETCH
Serial Number:	86574891	SMARTBROWSING
Serial Number:	86961401	ACTIVECLASSIFIER
Serial Number:	86961390	ACTIVECOMPRESSION
Serial Number:	86961311	ACTIVEQOS
Serial Number:	86574872	SMARTCOMPRESSION
Serial Number:	86574816	SMARTTECHNOLOGIES
Serial Number:	86617566	HUGHES
Serial Number:	86617563	HUGHES
Serial Number:	87351230	HELOSAT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 212-819-2655

Email: iprecordations@whitecase.com

Correspondent Name: Peter Giovine/White & Case LLP

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1152344-0001-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	10/01/2019

Total Attachments: 14

source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page1.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page2.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page3.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page4.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page5.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page6.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page7.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page8.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page9.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page10.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page11.tif
source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page12.tif

source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page13.tif

source=05b - HSSC - Assignment of Trademark Security Agreements (CA Replacement) Executed (003)#page14.tif

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS (the "Assignment") is made and entered into as of October 1, 2019, by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as the Resigning Collateral Agent (in such capacity, "Assignor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, as the Successor Collateral Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement, dated as of June 8, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Pledgors party thereto and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) all of the Trademark Security Agreements made by the Pledgors in favor of Assignor (the "Trademark Security Agreements") set forth in Schedule I, the Pledgors have granted to Assignor a lien on and security interest in and to all of their right, title and interest in, to and under all of the Trademarks (as such term is used in the Trademark Security Agreements) of each such Pledgor as set forth under the Security Agreement and Trademark Security Agreements, including those trademark registrations and applications set forth on Schedule I (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain appointment letter dated September 26, 2019 (the "Collateral Agent Appointment Agreement") among Hughes Satellite Systems Corporation and Assignee, Assignee has succeeded to and become vested with all the rights, powers and duties of the Assignor, including in each of the Liens and security interests in favor of the Assignor under the Notes Documents, for its benefit and for the benefit of the Secured Parties, in each case in accordance with Section 11.1(a) of the Security Agreement and Section 10.09(g) of the Indenture; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreements, including, without limitation, Assignor's security interest in, and lien on, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Collateral Agent Appointment Agreement and the Security Agreement.

2. Assignment. Assignor hereby transfers, assigns, grants, and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title, and interest in, to and under the

Security Agreement and the Trademark Security Agreements, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests, and liens.

3. Acknowledgment of Pledgors. The security interest assigned to Assignee as the Successor Collateral Agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreements, and the Pledgors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Security Agreement and the Trademark Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THEREOF.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Resigning Collateral Agent

By: _____
Name: Alexander Pabon
Title: Assistant Vice President

[Signature Page to Assignment of Trademark Security Agreements]

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

U.S. BANK NATIONAL ASSOCIATION,
as the Successor Collateral Agent

By: _____
Name: Richard Prokosch
Title: Vice President

[Signature Page to Assignment of Trademark Security Agreements]

ACCEPTED AND AGREED
as of the date above first written:

PLEDGORS:

HUGHES COMMUNICATIONS, INC.,
as Pledgor

By: _____
Name: Dean A. Manson
Title: Executive Vice President,
General Counsel & Secretary

HUGHES NETWORK SYSTEMS, LLC,
as Pledgor

By: _____
Name: Dean A. Manson
Title: Executive Vice President,
General Counsel & Secretary

HNS REAL ESTATE, LLC,
as Pledgor

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

HNS LICENSE SUB, LLC,
as Pledgor

By: Hughes Network Systems LLC, its Sole Member

By: _____
Name: Dean A. Manson
Title: Executive Vice President,
General Counsel & Secretary

[Signature Page to Assignment of Trademark Security Agreements]

HUGHES NETWORK SYSTEMS INTERNATIONAL SERVICE COMPANY,
as Pledgor

By: _____
Name: Dean A. Manson
Title: Executive Vice President,
General Counsel & Secretary

HNS-INDIA VSAT, INC.,
as Pledgor

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

HUGHES SATELLITE SYSTEMS CORPORATION,
as Pledgor

By: _____
Name: Dean A. Manson
Title: Executive Vice President,
General Counsel & Secretary

ECHOSTAR ORBITAL L.L.C.,
ECHOSTAR GOVERNMENT SERVICES L.L.C.,
as Pledgors

By: _____
Name: Dean A. Manson
Title: Executive Vice President,
General Counsel & Secretary

HNS AMERICAS, L.L.C.,
as Pledgor

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

[Signature Page to Assignment of Trademark Security Agreements]

HNS AMERICAS II, L.L.C.,
as Pledgor

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

ECHOSTAR SATELLITE SERVICES L.L.C.,
as Pledgor

By: _____
Name: Dean A. Manson
Title: Executive Vice President,
General Counsel & Secretary

[Signature Page to Assignment of Trademark Security Agreements]

Schedule I

Trademark Security Agreement between Hughes Satellite Systems Corporation (f/k/a EH Holding Corporation) and Wells Fargo Bank, National Association, dated June 8, 2011, and recorded by the United States Patent and Trademark Office on June 22, 2011 at Reel 4567, Frame 0190.

Trademark Registrations:

	Mark	Registration No.	Owner
1.	AIREACH	2,302,346	Hughes Network Systems LLC
2.	AIREACH	2.634,379	Hughes Network Systems LLC
3.	AIREACH	2,658,179	Hughes Network Systems LLC
4.	BROADBAND THAT'S OUT OF THIS WORLD	2,735,541	Hughes Network Systems LLC
5.	BROADBAND UNBOUND	3,332,324	Hughes Network Systems, LLC
6.	CONNECT TO THE FUTURE	3.417,295	Hughes Network Systems, LLC
7.	HELIUS	2,513,722	Helius, LLC
8.	HUGHES	1,288,713	Hughes Network Systems LLC
9.	HUGHES (1998 EXPANSION OF SERVICES)	3.093,477	Hughes Network Systems, LLC
10.	HUGHES (Stylized & Design)	2,886,884	Hughes Network Systems LLC
11.	HUGHES BROADBAND ALLIANCE	2,702,089	Hughes Network Systems LLC
12.	HUGHES SYSTIQUE	3,410,631	Hughes Network Systems, LLC
13.	HUGHES WITH HORIZONTAL LINE	2,886.885	Hughes Network Systems, LLC
14.	HUGHES WITH HORIZONTAL LINE	2,995,459	Hughes Network Systems LLC
15.	HUGHES WITH HORIZONTAL LINE	3,006,113	Hughes Network Systems LLC
16.	HUGHES WITH HORIZONTAL LINE	3,066,229	Hughes Network Systems LLC
17.	HUGHESNET	3,235,304	Hughes Network Systems, LLC
18.	HUGHESNET	3,235,303	Hughes Network Systems, LLC

19.	HUGHESNET WITH TILE DESIGN	3,277,872	Hughes Network Systems. LLC
20.	HUGHESNET WITH TILE DESIGN	3,277,871	Hughes Network Systems. LLC
21.	IPOS and Design	3,383,133	Hughes Network Systems, LLC
22.	HUGHES NETWORK SYSTEMS	2,774,975	Hughes Network Systems, LLC
23.	MEDIAWRITE	2,756,870	Helius, LLC
24.	SPACEWAY	3,541,805	Hughes Network Systems LLC
25.	SPACEWAY	3,541,804	Hughes Network Systems LLC
26.	V IP-TV	3,697,087	EH Holding Corporation
27.	VIP-HD	3,697,088	EH Holding Corporation
28.	VIP-INTERNATIONAL	3,690,595	EH Holding Corporation
29.	VIP-LATINO	3,690,594	EH Holding Corporation
30.	VIP-MOV1ES	3,690,593	EH Holding Corporation
31.	VIP-PREMIER	3,690,592	EH Holding Corporation
32.	VIPRADIO.COM	3173303	EH Holding Corporation

Trademark Applications:

	Mark	**Serial No.**	**Owner**
1.	JUPITER-SAT[1]	77/828,426	Hughes Network Systems, LLC
2.	VIP TV Logo	85/136327 (ITU)	EH Holding Corporation
3.	VIP TV Logo	85/135839 (ITU)	EH Holding Corporation
4.	V1P-HD	77/306667 (ITU)	EH Holding Corporation
5.	VIP-INTERNATIONAL	77/306689 (ITU)	EH Holding Corporation
6.	VIP-LATINO	77/306655 (ITU)	EH Holding Corporation
7.	VIP-MOVIES	77/306626 (ITU)	EH Holding Corporation
8.	VIP-PREMIER	77/306554 (ITU)	EH Holding Corporation
9.	VIP-TV	77/306582 (ITU)	EH Holding Corporation
10.	ECHOSTAR SATELLITE SERVICES	77/707451	EchoStar Satellite Services L.L.C.
11.	ECHOSTAR SATELLITE SERVICES	77/707454	EchoStar Satellite Services L.L.C.
12.	ECHOSTAR SATELLITE SERVICES	77/707458	EchoSlar Satellite Services L.L.C,
13.	ECHOSTAR SATELLITE SERVICES	77/707459 (ITU)	EchoStar Satellite Services L.L.C.

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

Trademark Security Agreement between Hughes Network Systems, LLC and Wells Fargo Bank, National Association, dated February 10, 2012 and recorded by the United States Patent and Trademark Office on February 13, 2012 at Reel 4716, Frame 0415.

Trademark Applications:

	Mark	**Registration No.**	**Owner**
1.	TURBOPAGE	85/344,548 (ITU)	Hughes Network Systems LLC
2.	HUGHES	85/420,762 (ITU)	Hughes Network Systems LLC
3.	HUGHES	85/420,786 (ITU)	Hughes Network Systems LLC
4.	HUGHES CLOUD SERVICES AND HOSTING	85/420,838 (ITU)	Hughes Network Systems LLC
5.	HUGHES CLOUD SERVICES (HCS)	85/420,845 (ITU)	Hughes Network Systems LLC
6.	DOWNLOAD BANK	85/511,685 (ITU)	Hughes Network Systems LLC

Trademark Security Agreement between Hughes Network Systems, LLC, EchoStar Satellite Service L.L.C., and Wells Fargo Bank, National Association, dated February 19, 2015, and recorded by the United States Patent and Trademark Office on May 1, 2015 at Reel 5508, Frame 0701.

Trademark Registrations:

	Mark	**Registration No.**	**Owner**
1.	HUGHES	4,580,481	Hughes Network Systems, LLC

Trademark Applications:

	Mark	**Serial No.**	**Owner**
1.	EchoStar	86/440,042	EchoStar Satellite Services L.L.C.
2.	EchoStar	86/440,031	EchoStar Satellite Services L.L.C.
3.	EchoStar	86/440,020	EchoStar Satellite Services L.L.C.
4.	EchoStar	86/439,999	EchoStar Satellite Services L.L.C.

Trademark Security Agreement between Hughes Network Systems, LLC and Wells Fargo Bank, National Association, dated February 18, 2016 and recorded by the United States Patent and Trademark Office on [●] at Reel [●], Frame [●].

Trademark Applications:

	Mark	Serial No.	Owner
1.	SMARTRESOURCES	86/574,877	Hughes Network Systems, LLC
2.	SMARTFETCH	86/574,858	Hughes Network Systems, LLC
3.	SMARTBROWSING	86/574,891	Hughes Network Systems, LLC
4.	SMARTCOMPRESSION	86/574,872	Hughes Network Systems, LLC
5.	SMARTTECHNOLOGIES	86/574,816	Hughes Network Systems, LLC
6.	HUGHES	86/617,566	Hughes Network Systems, LLC
7.	HUGHES	86/617,563	Hughes Network Systems, LLC

Trademark Security Agreement between Hughes Network Systems, LLC and Wells Fargo Bank, National Association, dated July 27, 2016, and recorded by the United States Patent and Trademark Office on July 27, 2016 at Reel 5840, Frame 0145.

Trademark Registrations:

	Mark	Registration No.	Owner
1.	SMARTRESOURCES	4,949,323	Hughes Network Systems LLC
2.	SMARTFETCH	4,949,322	Hughes Network Systems LLC

Trademark Applications:

	Mark	Serial No.	Owner
1.	ACTIVECLASSIFIER	86/961401	Hughes Network Systems LLC
2.	ACTIVECOMPRESSION	86/961390	Hughes Network Systems LLC
3.	ACTIVEQOS	86/961311	Hughes Network Systems LLC
4.	SMARTBROWSING	86/574891	Hughes Network Systems LLC
5.	SMARTCOMPRESSION	86/574872	Hughes Network Systems LLC
6.	SMARTTECHNOLOGIES	86/574816	Hughes Network Systems LLC
7.	HUGHES	86/617566 (ITU)	Hughes Network Systems LLC
8.	HUGHES	86/617563 (ITU)	Hughes Network Systems LLC

Trademark Security Agreement between Hughes Network Systems, LLC and Wells Fargo Bank, National Association, dated October 30, 2017 and recorded by the United States Patent and Trademark Office on November 6, 2017 at Reel 6197, Frame 0342.

Trademark Applications:

	Mark	**Serial No.**	**Owner**
1.	HELOSAT	87/351230	Hughes Network Systems LLC