

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547912

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iridium Satellite LLC		11/04/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5730065	IRIDIUM CERTUS
Registration Number:	5758840	YOUR WORLD. OUR NETWORK.
Registration Number:	5758839	RELIABILITY ABOVE ALL
Registration Number:	5758838	EVERYTHING WITHIN REACH
Registration Number:	5292521	IRIDIUM CERTUS CONNECTED
Registration Number:	5283741	SBD
Registration Number:	5274237	SHORT BURST DATA
Registration Number:	5267435	IRIDIUM EDGE
Registration Number:	4848925	
Registration Number:	4657524	IRIDIUM GO!
Registration Number:	4603236	IRIDIUM BURST
Registration Number:	4213137	IRIDIUM CONNECTED
Registration Number:	4145687	
Registration Number:	4118641	RELIABLE CRITICAL LIFELINES
Registration Number:	4115000	IRIDIUM EVERYWHERE
Registration Number:	4259113	IRIDIUM PILOT
Registration Number:	4168113	NETTED IRIDIUM
Registration Number:	4116292	IRIDIUM EXTREME
Registration Number:	4518173	IRIDIUM OPENPORT AERO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3614921	IRIDIUM OPENPORT
Registration Number:	3857310	IRIDIUM GOCHAT
Registration Number:	2219112	IRIDIUM
Registration Number:	1835931	IRIDIUM
Serial Number:	88324450	SAFETYCAST

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/04/2019

Total Attachments: 7
source=11. Iridium - Trademark Security Agreement#page1.tif
source=11. Iridium - Trademark Security Agreement#page2.tif
source=11. Iridium - Trademark Security Agreement#page3.tif
source=11. Iridium - Trademark Security Agreement#page4.tif
source=11. Iridium - Trademark Security Agreement#page5.tif
source=11. Iridium - Trademark Security Agreement#page6.tif
source=11. Iridium - Trademark Security Agreement#page7.tif

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):

Iridium Satellite LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 4, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch,
as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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)

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

A. Trademark Application No.(s) Text

See attached Schedule I

B. Trademark Registration No.(s)

see attached Schedule I

Additional 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: Doris Ka, Sr. Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 05501.459

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

24

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

Doris Ka

Name of Person Signing

November 4, 2019

Date

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

7

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2019, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Deutsche Bank AG New York Branch, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of November 4, 2019 (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 Grantors are required to execute and deliver this Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors 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.

Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

Marks of such Grantor, including those listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

all goodwill associated with such Marks (other than Excluded Collateral); and

all Proceeds of any and all of the foregoing (other than Excluded Collateral) (collectively, the “Trademark Collateral”).

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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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.

Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors

an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

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.


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, the Grantor 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,

IRIDIUM SATELLITE LLC

By: 

Name: Thomas J. Fitzpatrick

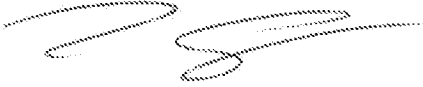
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006786 FRAME: 0702

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent



By: _____
Name: Michael Strobel
Title: Vice President



By: _____
Name: Yumi Okabe
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Iridium Satellite LLC	IRIDIUM CERTUS	5730065	4/16/2019
Iridium Satellite LLC	YOUR WORLD. OUR NETWORK.	5758840	5/21/2019
Iridium Satellite LLC	RELIABILITY ABOVE ALL	5758839	5/21/2019
Iridium Satellite LLC	EVERYTHING WITHIN REACH	5758838	5/21/2019
Iridium Satellite LLC	IRIDIUM CERTUS CONNECTED	5292521	9/19/2017
Iridium Satellite LLC	SBD	5283741	9/12/2017
Iridium Satellite LLC	SHORT BURST DATA	5274237	8/29/2017
Iridium Satellite LLC	IRIDIUM EDGE	5267435	8/15/2017
Iridium Satellite LLC	design	4848925	11/10/2015
Iridium Satellite LLC	IRIDIUM GO!	4657524	12/16/2014
Iridium Satellite LLC	IRIDIUM BURST	4603236	9/9/2014

Iridium Satellite LLC	IRIDIUM CONNECTED	4213137	9/25/2012
Iridium Satellite LLC	design	4145687	5/22/2012
Iridium Satellite LLC	RELIABLE CRITICAL LIFELINES	4118641	3/27/2012
Iridium Satellite LLC	IRIDIUM EVERYWHERE	4115000	3/20/2012
Iridium Satellite LLC	IRIDIUM PILOT	4259113	12/11/2012
Iridium Satellite LLC	NETTED IRIDIUM	4168113	7/3/2012
Iridium Satellite LLC	IRIDIUM EXTREME	4116292	3/20/2012
Iridium Satellite LLC	IRIDIUM OPENPORT AERO	4518173	4/22/2014
Iridium Satellite LLC	IRIDIUM OPENPORT	3614921	5/5/2009
Iridium Satellite LLC	IRIDIUM GOCHAT	3857310	10/5/2010
Iridium Satellite LLC	IRIDIUM	2219112	1/19/1999
Iridium Satellite LLC	IRIDIUM	1835931	5/10/1994

Trademark Applications:

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Iridium Satellite LLC	SAFETYCAST	88324450	3/4/2019