

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telesat Canada		12/06/2019	Corporation: CANADA
The SpaceConnection, Inc.		12/06/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	240 Greenwich Street, Floor 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3075102	ANIK	
Registration Number:	3197881	INFOTRAC	
Registration Number:	3060538	TELESAT	
Registration Number:	3270778	TELIPRO	
Registration Number:	3047355	ONORBIT FDS	
Registration Number:	4150349	TELESAT	
Registration Number:	1710436	SKYNET	
Registration Number:	2577505	THE SPACECONNECTION, INC.	
Registration Number:	2575410	THE SPACECONNECTION	
Registration Number:	2577506	THE INDUSTRY PACESETTER	
Registration Number:	3636851	FIRST MILE, LAST MILE, THE EXTRA MILE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
TRADEMARK			

OP \$290.00 3075102

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/06/2019

Total Attachments: 7

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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):

- 1. Telesat Canada
- 2. The SpaceConnection, Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. Canada; 2. USA-NV
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) 1. Canada; 2. USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 6, 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: The Bank of New York Mellon

Street Address: 240 Greenwich Street, Floor 7E

City: New York

State: NY

Country: USA Zip: 10286

- 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 _____

B. Trademark Registration No.(s) _____

See Schedule I

See 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: Elaine Carrera, Legal Assistant

internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3385

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

11

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:

Elaine Carrera
Signature

December 6, 2019

Date

Elaine Carrera

Name of Person Signing

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

U.S. Trademark Security Agreement

U.S. Trademark Security Agreement, dated as of December 6, 2019 by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of THE BANK OF NEW YORK MELLON, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the “Notes Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to the U.S. Security Agreement dated as of December 6, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this U.S. Trademark Security Agreement at the request of the Notes Collateral Agent;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Notes Security Agreement and used herein have the meaning given to them in the Notes 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 First Lien Notes Obligations, the Grantors hereby pledge and grant to the Notes 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 Grantors (the “Collateral”):

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

provided that, in no event shall Collateral include Excluded Assets.

SECTION 3. Notes 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 Notes Collateral Agent pursuant to the Notes Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Notes 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 Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Notes Security Agreement, the Notes 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 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 Notes Collateral Agent and the Grantors 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: _____

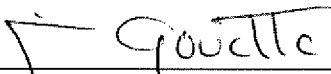
Name: Christopher S. DiFrancesco

Title: Vice President, General Counsel, and
Secretary

[Signature Page to the U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006810 FRAME: 0251

THE SPACECONNECTION, INC.

By: 
Name: Michel Cayouette
Title: Director

[Signature Page to the U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006810 FRAME: 0252

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By: 

Name: Laurence O'Brien

Title: Vice President

[Signature Page to the U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006810 FRAME: 0253

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

OWNER	TRADEMARK	REG NO.
Telesat Canada	Anik	3,075,102
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	4,150,349
Telesat Canada (as assigned by Loral Skynet Corporation)	Skynet	1,710,436
The SpaceConnection, Inc.	The SpaceConnection, Inc. (Design)	2,577,505
The SpaceConnection, Inc.	The SpaceConnection (word mark)	2,575,410
The SpaceConnection, Inc.	The Industry Pace-setter	2,577,506
The SpaceConnection, Inc.	First Mile, Last Mile, the Extra Mile	3,636,851