ETAS ID: TM606046

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement	
SEQUENCE:	1	

TRADEMARK ASSIGNMENT COVER SHEET

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ligado Networks LLC		10/23/2020	Limited Liability Company: DELAWARE
ATC Technologies, LLC		10/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2007216	MSAT
Registration Number:	3680387	SMART
Registration Number:	4572620	LIGHTSQUARED
Registration Number:	4564387	LIGHTSQUARED
Registration Number:	5030378	LIGADO
Registration Number:	5030380	LIGADO NETWORKS
Registration Number:	5036082	LIGADO NETWORKS
Registration Number:	5036073	LIGADO NETWORKS MAKING STRONGER CONNECTI
Serial Number:	88900249	MSATE
Serial Number:	88879005	MSATE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

ipteam@cogencyglobal.com Email:

TRADEMARK

REEL: 007092 FRAME: 0011

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1284444 1L TM B
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/30/2020

Total Attachments: 7

source=B - #93778689v1 - (Ligado - 1L Trademark Security Agreement)#page2.tif source=B - #93778689v1 - (Ligado - 1L Trademark Security Agreement)#page3.tif source=B - #93778689v1 - (Ligado - 1L Trademark Security Agreement)#page4.tif source=B - #93778689v1 - (Ligado - 1L Trademark Security Agreement)#page5.tif source=B - #93778689v1 - (Ligado - 1L Trademark Security Agreement)#page6.tif source=B - #93778689v1 - (Ligado - 1L Trademark Security Agreement)#page7.tif source=B - #93778689v1 - (Ligado - 1L Trademark Security Agreement)#page8.tif

First Lien Trademark Security Agreement

Trademark Security Agreement, dated as of October 23, 2020, by Ligado Networks LLC, a Delaware limited liability company, and ATC Technologies LLC, a Delaware limited liability company (individually, a "<u>Pledgor</u>," and, collectively, the "<u>Pledgors</u>"), in favor of U.S. Bank National Association, in its capacity as Collateral Trustee under the Security Agreement referred to below (in such capacity, the "<u>Collateral Trustee</u>").

WITNESSETH:

WHEREAS, the Pledgors are party to a First Lien Security Agreement dated as of October 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Trustee pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Trustee, for the benefit of the Secured Parties, to enter into the First Lien Notes Indenture, the Pledgors hereby agree with the Collateral Trustee as follows:

SECTION 1. <u>Defined Terms</u>. 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 First Lien Notes Indenture referred to in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Collateral Trustee 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 such Pledgor:

- (a) Trademarks of such 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 Trustee pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee 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 Trustee or, so long as the Credit Agreement is in effect, the Administrative Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Trustee shall execute, acknowledge, and deliver to the Pledgors 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. <u>Counterparts</u>. 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]

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IN WITNESS WHEREOF, each 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.

LIGADO NETWORKS LLC as a Pledgor

By:

Name: Eric Harrington

Title: Chief Financial Officer

ATC TECHNOLOGIES, LLC as a Pledgor

By:

Name: Eric Harrir gton

Title: Chief Financial Officer

Accepted and Agreed:

U.S. Bank National Association,

as Collateral Trustee

By:

Name: Title:

Joshua A. Hahn Vice President

> -Signature Page-Patent Security Agreement (1L)

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Registrations:

Owner	Registration Number	Trademark
Ligado Networks LLC	2007216	MSAT
Ligado Networks LLC	3680387	SMART
Ligado Networks LLC (as successor in interest to LightSquared LP)	4572620	LIGHTSQUARED
Ligado Networks LLC (as successor in interest to LightSquared LP)	4564387	LIGHTSQUARED
Ligado Networks LLC	5030378	LIGADO
Ligado Networks LLC	5030380	LIGADO NETWORKS
Ligado Networks LLC	5036082	LIGADO NETWORKS
Ligado Networks LLC	5036073	LIGADO NETWORKS MAKING STRONG CONNECTIONS

U.S. Applications:

Owner	Serial Number	<u>Trademark</u>
LIGADO NETWORKS LLC	88900249	MSATE
LIGADO NETWORKS LLC	88879005	MSATE

OTHER TRADEMARKS:

Foreign Registrations:

Owner	Registration No.	Country	Trademark
Ligado Networks	TMA 598,916	CANADA	KEEP ON TRACKING
LLC			
Ligado Networks	TMA 449,420	CANADA	MSAT COMMUNICATOR
LLC			
Ligado Networks	TMA 449,419	CANADA	COMMUNICATEUR MSAT
LLC			
Ligado Networks	TMA 449,418	CANADA	MSAT
LLC			
Ligado Networks	TMA 689,301	CANADA	SKYCELL
LLC			
Ligado Networks	TMA 775,583	CANADA	SKYTERRA
LLC			

Owner	Registration No.	Country	Trademark
Ligado Networks	TMA 783,874	CANADA	SMART
LLC			
Ligado Networks	TMA 851,910	CANADA	LIGHTSQUARED design
LLC			
Ligado Networks	TMA 851,966	CANADA	LIGHTSQUARED
LLC			
ATC Technologies	TMA 1,049,414	CANADA	LIGADO
LLC			COMMUNICATIONS
ATC Technologies	TMA 1,049,395	CANADA	LIGADO NETWORKS
LLC			
ATC Technologies	TMA 1,049,396	CANADA	LIGADO
LLC	TMA 1,041,180	CANADA	LIGADO NETWORKS
ATC Technologies			Design
LLC			

Foreign Applications:

Owner	Application No.	Country	<u>Trademark</u>
Ligado Networks LLC Ligado Networks LLC	2023456	Canada Canada	MSATE MSATe & Design
	2026461		

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RECORDED: 10/30/2020