

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelsat Inflight LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Intelsat US LLC		
Street Address:	7900 Tysons One Place		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88708674	2KA	
Registration Number:	5107709	2KU	
Registration Number:	5202913	2KU	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	48457-7		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	12/30/2020		
Total Attachments: 4			
source=Intelsat Trademark Security Agreement (Execution Version)#page1.tif			

CH \$90.00 88708674

source=Intelsat Trademark Security Agreement (Execution Version)#page2.tif
source=Intelsat Trademark Security Agreement (Execution Version)#page3.tif
source=Intelsat Trademark Security Agreement (Execution Version)#page4.tif

Trademark Security Agreement

This Trademark Security Agreement, dated as of December 30, 2020 (the “Trademark Security Agreement”), is entered into by INTELSAT INFLIGHT LLC (the “Pledgor”), in favor of INTELSAT US LLC, as Lender (the “Lender”).

WITNESSETH:

WHEREAS, the Pledgor is a party to the Promissory Note and Security Agreement dated as of November 30, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Lender pursuant to which the Pledgor was required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Lender a security interest in and to all of its right, title and interest in, to and under all the following collateral of such Pledgor to the extent such collateral constitutes Collateral under the Security Agreement:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto, *provided* that any “intent-to-use” Trademark which would be rendered invalid, unenforceable, or void by the grant of a security interest created pursuant to this Trademark Security Agreement is excluded from the foregoing security interests only for so long as the “intent-to-use” status of such Trademark continues; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security and Pledge Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender 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.

SECTION 4. 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.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

INTELSAT INFLIGHT LLC,

By: *Sajid N. Ajmeri*
Name: Sajid Ajmeri
Title: Vice President, Corporate & Securities
and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007150 FRAME: 0580**

Accepted and Agreed:

INTELSAT US LLC,
as Lender

By: *Michelle V Bryan*

Name: Michelle V Bryan

Title: Executive Vice President, General Counsel,
Chief Administrative Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007150 FRAME: 0581

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Application No</u>	<u>Application Date</u>
Intelsat Inflight LLC (f/k/a Gogo LLC)	2KA	n/a	n/a	88708674	11/27/2019
Intelsat Inflight LLC (f/k/a Gogo LLC)	2KU	5107709	12/27/2016	86808422	11/03/2015
Intelsat Inflight LLC (f/k/a Gogo LLC)	2KU	5202913	05/16/2017	86950777	03/23/2016