

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642531

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Telesat Canada		04/27/2021	Corporation: CANADA
The SpaceConnection, Inc.		04/27/2021	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon		
<b>Street Address:</b>	240 Greenwich Street, Floor 7E		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3075102	ANIK	
<b>Registration Number:</b>	3060538	TELESAT	
<b>Registration Number:</b>	4150349	TELESAT	
<b>Registration Number:</b>	2577505	THE SPACECONNECTION, INC.	
<b>Registration Number:</b>	2575410	THE SPACECONNECTION	
<b>Registration Number:</b>	2577506	THE INDUSTRY PACESETTER	
<b>Registration Number:</b>	3636851	FIRST MILE, LAST MILE, THE EXTRA MILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		

OP \$190.00 3075102

<b>DATE SIGNED:</b>	04/27/2021
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**Total Attachments: 7**

- source=16. Telesat (Secured 2021) - U.S. Trademark Security Agreement#page1.tif
- source=16. Telesat (Secured 2021) - U.S. Trademark Security Agreement#page2.tif
- source=16. Telesat (Secured 2021) - U.S. Trademark Security Agreement#page3.tif
- source=16. Telesat (Secured 2021) - U.S. Trademark Security Agreement#page4.tif
- source=16. Telesat (Secured 2021) - U.S. Trademark Security Agreement#page5.tif
- source=16. Telesat (Secured 2021) - U.S. Trademark Security Agreement#page6.tif
- source=16. Telesat (Secured 2021) - U.S. Trademark Security Agreement#page7.tif

**U.S. Trademark Security Agreement**

**U.S. Trademark Security Agreement**, dated as of April 27, 2021 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 April 27, 2021 (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.

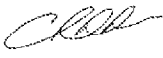
SECTION 7. Governing Law. This U.S. Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[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

THE SPACECONNECTION, INC.

By: \_\_\_\_\_  
Name: Andrew Browne  
Title: Director


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

THE SPACECONNECTION, INC.

By:  \_\_\_\_\_  
Name: Andrew Browne  
Title: Director

Accepted and Agreed:

THE BANK OF NEW YORK MELLON, as Notes  
Collateral Agent

By: *Teresa H. Wyszomierski*

Name: Teresa H. Wyszomierski

Title: Vice President

[U.S. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007272 FRAME: 0342**

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

<b>OWNER</b>	<b>TRADEMARK</b>	<b>REG NO.</b>
Telesat Canada	Anik	3,075,102
Telesat Canada	Telesat	3,060,538
Telesat Canada	Telesat Satellite and Ellipse Design	4,150,349
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 Pacesetter	2,577,506
The SpaceConnection, Inc.	First Mile, Last Mile, the Extra Mile	3,636,851