

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGADO NETWORKS LLC		12/23/2022	Limited Liability Company: DELAWARE
ATC TECHNOLOGIES, LLC		12/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK, NATIONAL ASSOCIATION		
Street Address:	60 LIVINGSTON AVE		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2007216	MSAT	
Registration Number:	3680387	SMART	
Registration Number:	5030378	LIGADO	
Registration Number:	5030380	LIGADO NETWORKS	
Registration Number:	5036082	LIGADO NETWORKS	
Registration Number:	5036073	LIGADO NETWORKS MAKING STRONGER CONNECTI	
Registration Number:	6654377	MSATE	
Registration Number:	6654396	MSATE	
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:	3128622000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP / Luis Moreau		
Address Line 1:	300 N LaSalle Dr		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$215.00 2007216

ATTORNEY DOCKET NUMBER:	54223-1
NAME OF SUBMITTER:	Luis Moreau
SIGNATURE:	/Luis Moreau/
DATE SIGNED:	12/28/2022

Total Attachments: 6

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First Lien Trademark Security Agreement

Trademark Security Agreement, dated as of December 23, 2022, by Ligado Networks LLC, a Delaware limited liability company, and ATC Technologies LLC, a Delaware limited liability company (individually, a “Pledgor,” and, collectively, the “Pledgors”), in favor of U.S. Bank National Association, in its capacity as Collateral Agent under the Security Agreement referred to below (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a First Lien Security Agreement dated as of December 23, 2022 (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 Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors 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 or the Credit Agreement referred to in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the 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 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 Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 Agent or, so long as the Credit Agreement is in effect, the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and

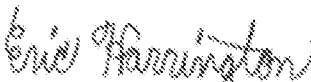
deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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.

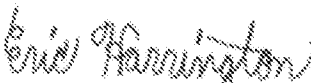
[signature page follows]

IN WITNESS WHEREOF, 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 Harrington
Title: Chief Financial Officer

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent



Name: Joshua A. Hahn

Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007931 FRAME: 0519

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	5030378	LIGADO
Ligado Networks LLC	5030380	LIGADO NETWORKS
Ligado Networks LLC	5036082	LIGADO NETWORKS 
Ligado Networks LLC	5036073	LIGADO NETWORKS MAKING STRONG CONNECTIONS 
Ligado Networks LLC	6654377	MSATE
Ligado Networks LLC	6654396	MSATE 

OTHER TRADEMARKS:

Foreign Registrations:

Owner	Registration No.	Country	Trademark
Ligado Networks LLC	TMA 598,916	CANADA	KEEP ON TRACKING
Ligado Networks LLC	TMA 449,420	CANADA	MSAT COMMUNICATOR
Ligado Networks LLC	TMA 449,419	CANADA	COMMUNICATEUR MSAT
Ligado Networks LLC	TMA 449,418	CANADA	MSAT
Ligado Networks LLC	TMA 689,301	CANADA	SKYCELL
Ligado Networks LLC	TMA 775,583	CANADA	SKYTERRA
Ligado Networks LLC	TMA 783,874	CANADA	SMART
Ligado Networks LLC	TMA 851,910	CANADA	LIGHTSQUARED design 
Ligado Networks LLC	TMA 851,966	CANADA	LIGHTSQUARED
ATC Technologies LLC	TMA 1,049,414	CANADA	LIGADO

Owner	Registration No.	Country	Trademark
			COMMUNICATIONS
ATC Technologies LLC	TMA 1,049,395	CANADA	LIGADO NETWORKS
ATC Technologies LLC	TMA 1,049,396	CANADA	LIGADO
ATC Technologies LLC	TMA 1,041,180	CANADA	LIGADO NETWORKS Design 

Foreign Applications:

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