

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM814500

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viasat, Inc.		05/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	900 W Trade Street		
Internal Address:	NC1-026-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	2972611	ACCELENET	
Registration Number:	2844580	ALTASEC	
Registration Number:	3183112	ALTASEC	
Registration Number:	2641826	ARCLIGHT	
Registration Number:	3682029	ENERLINKSII	
Registration Number:	4767010	EXEDE	
Registration Number:	4194330	EXEDE	
Registration Number:	2753736	LINKSTAR	
Registration Number:	2735771	LINKWAY	
Registration Number:	6791516	NETAGILITY	
Registration Number:	2724881	NNU	
Registration Number:	5618681		
Registration Number:	2179285	SKYLINX	
Registration Number:	2706956	SURFBEAM	
Registration Number:	2728521	TRACKOS	
Registration Number:	2728520	TRACKOS	
Registration Number:	6296206	UPLIFTING THE JOURNEY	
Registration Number:	6024406	VIA	

OP \$740.00 2972611

Property Type	Number	Word Mark
Registration Number:	1888961	VIASAT
Registration Number:	1996891	VIASAT
Registration Number:	5868771	VIASAT
Registration Number:	3201013	VIASAT
Registration Number:	5618683	VIASAT
Registration Number:	2531087	VIASAT EMAIL
Registration Number:	3069378	W
Registration Number:	3072167	W WILDBLUE
Registration Number:	3160428	WILDBLUE
Registration Number:	3064348	WILDBLUE
Registration Number:	3739881	YONDER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/01/2023

Total Attachments: 8

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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):

Viasat, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) May 30, 2023

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Agent

Street Address: NC1-026-06-09 (MacLegal)
900 W Trade Street

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- ☐ 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 attached 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: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Viasat (57320.2160)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

29

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:

Doris Ka

Signature

June 1, 2023

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

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

TRADEMARK
REEL: 008089 FRAME: 0560

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of May 30, 2023, is entered into by VIASAT, INC., a Delaware corporation (the “Grantor”), and BANK OF AMERICA, N.A., as Collateral Agent for the Secured Parties (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and between the Grantor and the Agent (the “Security Agreement”), Grantor has agreed to grant to the Agent a first-priority lien and security interest in its Trademark Collateral (as defined below); and

WHEREAS, in connection with the security interest granted by the Grantor to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, the Grantor executes and delivers to the Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent a continuing first-priority lien and security interest (subject to Liens permitted under Section 6.02 of the Credit Agreement) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its trademarks, trademark registrations, trade names, trademark applications, service marks, designs, logos and other source or business identifiers, including the U.S. trademark registrations and U.S. trademark applications with the United States Patent and Trademark Office listed on Schedule I;
- (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark;
- (c) rights to sue for past, present and future infringements thereof;
- (d) rights corresponding thereto throughout the world; and
- (e) renewals of any of the foregoing,

provided that no security interest shall be granted in, and the term “Trademark Collateral” shall not include, United States intent-to-use trademark applications to the extent that, and solely during

the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law.

3. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by Grantor pursuant to this Trademark Security Agreement secures the payment and performance of the Secured Obligations.

4. SECURITY AGREEMENT. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interests granted to Agent pursuant to the Security Agreement. Each of Grantor and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent and obligations of the Grantor with respect to the lien and security interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of Grantor included in the Collateral in accordance with the provisions of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. BINDING EFFECT. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties hereunder without the prior written consent of the Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Security Agreement.

7. CAPTIONS. The captions contained in this Trademark Security Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

8. TERMINATION AND RELEASE. This Trademark Security Agreement shall terminate automatically upon the termination of the Security Agreement.

9. ENTIRE AGREEMENT. This Trademark Security Agreement, together with the Security Agreement and other Loan Documents, embodies the entire agreement and understanding between the Grantor and the Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Agent relating to the Trademark Collateral.

10. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the

parties hereto may execute this Trademark Security Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

11. AMENDMENTS. Other than as permitted pursuant to the Security Agreement, neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Security Agreement.

12. GOVERNING LAW; VENUE. SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VIASAT, INC.,
a Delaware corporation

By: 

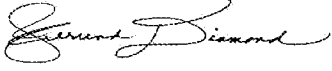
Name: Shawn Duffy

Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Gerund Diamond
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See attached]

US Trademarks

Country	Trademark	Status	Application #	Application Date	Registration #	Registration Date	Owner
United States of America	ACCELENET & Design	Registered	78077718	08/06/2001	2972611	07/19/2005	Viasat, Inc.
United States of America	ALTASEC	Registered	76525949	06/26/2003	2844580	05/25/2004	Viasat, Inc.
United States of America	ALTASEC & Design	Registered	78696728	08/19/2005	3183112	12/12/2006	Viasat, Inc.
United States of America	ARCLIGHT	Registered	76164091	11/13/2000	2641826	10/29/2002	Viasat, Inc.
United States of America	ENERLINKSI	Registered	77450090	04/16/2008	3682029	09/15/2009	Viasat, Inc.
United States of America	EXEDE	Registered	86245688	04/08/2014	4767010	07/07/2015	Viasat, Inc.
United States of America	EXEDE	Registered	85511704	01/09/2012	4194330	08/21/2012	Viasat, Inc.
United States of America	LINKSTAR	Registered	76196222	01/19/2001	2753736	08/19/2003	Viasat, Inc.
United States of America	LINKWAY	Registered	75822414	10/14/1999	2735771	07/15/2003	Viasat, Inc.
United States of America	NETAGILITY	Registered	90255359	10/14/2020	6791516	07/12/2022	Viasat, Inc.
United States of America	NNU	Registered	76051102	05/18/2000	2724881	06/10/2003	Viasat, Inc.
United States of America	Signal Design	Registered	87607320	09/13/2017	5618681	11/27/2018	Viasat, Inc.
United States of America	SKYLINX	Registered	75179874	10/09/1996	2179285	08/04/1998	Viasat, Inc.
United States of America	SURIBEAM	Registered	76427629	07/05/2002	2706956	04/15/2003	Viasat, Inc.
United States of America	TRACKOS	Registered	76008519	03/23/2000	2728521	06/24/2003	Viasat, Inc.
United States of America	TRACKOS and Design	Registered	76008518	03/23/2000	2728520	06/24/2003	Viasat, Inc.
United States of America	UPLIFTING THE JOURNEY	Registered	88584277	08/19/2019	6296206	03/16/2021	Viasat, Inc.
United States of America	VIA	Registered	87052978	05/27/2016	6024406	03/31/2020	Viasat, Inc.
United States of America	VIASAT	Registered	74176597	06/11/1991	1888961	04/11/1995	Viasat, Inc.
United States of America	VIASAT	Registered	74718642	08/21/1995	1996891	08/27/1996	Viasat, Inc.
United States of America	VIASAT	Registered	87229059	11/07/2016	5868771	09/24/2019	Viasat, Inc.
United States of America	VIASAT (Stylized) & Design	Registered	87313209	10/11/2005	3201013	01/23/2007	Viasat, Inc.
United States of America	VIASAT and Signal Design	Registered	87607343	09/13/2017	5618683	11/27/2018	Viasat, Inc.
United States of America	VIASAT EMAIL	Registered	75474734	04/27/1998	2531087	01/22/2002	Viasat, Inc.
United States of America	W & Design (Stylized)	Registered	78475506	08/30/2004	3069378	03/14/2006	Viasat, Inc.
United States of America	W WILDBLUE & Design	Registered	78509052	11/01/2004	3072167	03/21/2006	Viasat, Inc.
United States of America	WILDBLUE	Registered	78542307	01/05/2005	3160428	10/17/2006	Viasat, Inc.
United States of America	WILDBLUE	Registered	78347036	12/31/2003	3064348	02/28/2006	Viasat, Inc.
United States of America	YONDER	Registered	77764354	06/19/2009	3739881	01/19/2010	Viasat, Inc.