

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VIZADA, INC.		10/04/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	ING BANK N.V.
Street Address:	Bijlmerplein 88
Internal Address:	Agency Desk
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1102 MG
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3067171	BANDWIDTH MANAGER INTERFACE (BMI)
Registration Number:	3008413	BMI
Registration Number:	2800353	GMPCS PERSONAL COMMUNICATIONS
Registration Number:	2993808	MAKING REMOTE CONNECTIONS ROUTINE
Registration Number:	3000142	MAKING SECURE CONNECTIONS ROUTINE
Registration Number:	2996773	THE SOURCE
Registration Number:	3072527	VBS
Registration Number:	3175813	SATELLITE DIRECT
Registration Number:	3172818	SATELLITE DIRECT PLUS
Registration Number:	3303121	TERRALINK
Registration Number:	3102668	MINDSPARX INC.
Serial Number:	76612697	DUOLINK
Serial Number:	76603223	SEALINK

CH \$340.00 3067171

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-830-9541  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: Linklaters LLP  
Address Line 1: 1345 Avenue of the Americas  
Address Line 2: Attn: Jada Horton  
Address Line 4: New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	400277
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<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:
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NAME OF SUBMITTER:	Oleh Hereliuk
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Signature:	/oh/
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Date:	11/26/2007
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Total Attachments: 13 source=400277#page1.tif source=400277#page2.tif source=400277#page3.tif source=400277#page4.tif source=400277#page5.tif source=400277#page6.tif source=400277#page7.tif source=400277#page8.tif source=400277#page9.tif source=400277#page10.tif source=400277#page11.tif source=400277#page12.tif source=400277#page13.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 4, 2007, among VIZADA INC., VIZADA SECURE SERVICES, INC. (all of the foregoing, each a "Grantor" and collectively, the "Grantors") and ING BANK N.V., as security agent for the Secured Parties (as defined in the Senior Facilities Agreement referred to below) (herein in such capacity, the "Security Agent").

### RECITALS

- (A) Mobsat Group Holding S.à.r.l. ("**Parent**"), Mobsat Holding 2 B.V. ("**Dutch TopCo**"), Mobsat Holding 1 B.V. (the "**Company**"), and certain subsidiaries of the Company, including the Grantors, as Borrowers and/or Guarantors, have entered into a Senior Facilities Agreement, dated March 5, 2007 (as amended and restated on September 5, 2007, the "**Senior Facilities Agreement**"), with, amongst others, ING Bank N.V. and CIBC World Markets Plc, as Mandated Lead Arrangers and Bookrunners, the financial institutions party thereto as lenders (the "**Senior Lenders**"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "**Senior Agent**") and as Issuing Bank (in such capacity, the "**Issuing Bank**"), and the Security Agent.
- (B) Parent, Dutch TopCo, the Company and certain subsidiaries of the Company, including the Grantors, as Borrowers and/or Guarantors, have entered into a Mezzanine Facility Agreement dated March 5, 2007 (as amended and restated on September 5, 2007, the "**Mezzanine Facility Agreement**" and together with the Senior Facilities Agreement, each a "**Facility Agreement**" and collectively, the "**Facility Agreements**"), with, amongst others, ING Bank N.V. and CIBC World Markets Plc, as Mandated Lead Arrangers and Bookrunners, the financial institutions party thereto as lenders (the "**Mezzanine Lenders**"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "**Mezzanine Agent**"), and the Security Agent.
- (C) Parent, Dutch TopCo, the Company and certain subsidiaries of the Company, including the Grantors, and certain other parties thereto have entered into an Intercreditor Agreement dated March 5, 2007 (as amended and restated on September 5, 2007, the "**Intercreditor Agreement**"), with, amongst others, the Senior Agent, the Mezzanine Agent, the Security Agent, the Issuing Bank, the Senior Lenders and the Mezzanine Lenders.
- (D) The Grantors are party to a Pledge and Security Agreement, dated the date hereof, in favor of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Facility Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

TRADEMARK

REEL: 003667 FRAME: 0019

**SECTION 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**SECTION 2 Grant of Security Interest In Intellectual Property Collateral**

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Finance Parties and the Hedging Banks, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Second Lien Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (C) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Third Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Mezzanine Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

**"Intellectual Property Collateral"** means each Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and

- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### **SECTION 3 Separate and Distinct Grants of Security**

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent (a) for the benefit of the Senior Finance Parties and the Hedging Banks and securing the First Lien Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests, (b) for the benefit of the Second Lien Finance Parties and securing the Second Lien Secured Obligations, shall be a "second" priority Security Interest in the Collateral junior only to the Security Interest described in clause (a) above, and (c) for the benefit of the Mezzanine Finance Parties and securing the Third Lien Secured Obligations, shall be a "third" priority Security Interest in the Collateral junior only to the Security Interests described in clauses (a) and (b) above. The Security Interests granted to the Security Agent and all other rights and benefits afforded hereunder to the Secured Parties are expressly subject to the terms and conditions of Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. The grants of security hereunder constitute three separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the Senior Finance Parties and the Hedging Banks securing the First Lien Secured Obligations, (2) the Security Interest in the Collateral granted to the Second Lien Finance Parties securing the Second Lien Secured Obligations, and (3) the Security Interest in the Collateral granted to the Mezzanine Finance Parties securing the Third Lien Secured Obligations, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

### **SECTION 4 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

### **SECTION 5 Pledge and Security Agreement**

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

### **SECTION 6 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW**

**OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE  
NEW YORK GENERAL OBLIGATIONS LAW.**

[Signature Page Follows]

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

VIZADA INC.

By *Robert M. Behr*  
Name:  
Title:

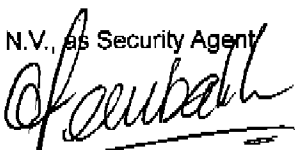
VIZADA SECURE SERVICES, INC.

By *James G. Lovelace*  
Name:  
Title:

ACCEPTED AND AGREED:

ING BANK N.V., as Security Agent

By

  
Name: Wim Steenkamp  
Title: Director

~~Stefan Verhoeven  
Director  
Telecom & Media Finance~~



**SCHEDULE I**  
**COPYRIGHT REGISTRATIONS**

**(A) REGISTERED COPYRIGHTS**

<b>Grantor<sup>1</sup></b>	<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Date</b>
Vizada, Inc. (registered in the name of MindSparX, Inc., predecessor in interest)	MindSparx Telecommunications Management System Software	TXu001033660	4/29/2002
Vizada, Inc. (registered in the name of MindSparX, Inc., predecessor in interest)	MindSparx Telecommunications Management System – Training Guide	TX0005536971	4/29/2002
Vizada, Inc. (registered in the name of MindSparX, Inc., predecessor in interest)	MindSparx Telecommunications Management System – Systems Manual	TX0005513645	4/29/2002
Vizada, Inc. (registered in the name of MindSparX, Inc., predecessor in interest)	MindSparx Telecommunications Management System – Reference Manual	TX0005515840	4/29/2002
Vizada Secure Services, Inc. (registered in the name of Stratos Wireless, Inc. & Innovative Communications Technologies, Inc., as co-owners <sup>2</sup> )	SIWF Software (Revised)	TXu001155334	5/14/2004
Vizada Secure Services, Inc. (registered in the name of Stratos Wireless, Inc. & Innovative Communications Technologies, Inc., as co-owners)	SIWF Software	TXu001150171	3/19/2004

**(B) COPYRIGHT APPLICATIONS**

None

<sup>1</sup> Recordings of all Intellectual Property in the name of Mindsparx, Inc. are currently in the process of being amended to reflect merger with and into Vizada, Inc.

<sup>2</sup> Innovative Communications Technologies, Inc. was acquired by Telenor Satellite Services Holdings, Inc. Subsequent to the acquisition, the subsidiary changed its name to Telenor Secure Services, Inc., which company currently is named Vizada Secure Services, Inc. Recordings of Intellectual Property in the name of Innovative Communications Technologies, Inc. are in the process of being amended to reflect the current name of the company.

(C) COPYRIGHT LICENSES

None

**SCHEDULE II**  
**PATENT REGISTRATIONS**

(D) REGISTERED PATENTS

Grantor <sup>3</sup>	Title	Appln. No.	Reg. No.
Vizada, Inc. (registered in the name of Communications Satellite Corp.)	MULTIPLE SPOT-BEAM SYSTEMS FOR SATELLITE COMMUNICATIONS	07/167287	4931802
Vizada, Inc. (registered in the name of Comsat Corporation)	ADAPTIVE PREDICTIVE CODING WITH TRANSFORM DOMAIN QUANTIZATION BASED ON BLOCK SIZE ADAPTATION, BACKWARD ADAPTIVE POWER GAIN CONTROL, SPLIT BIT-ALLOCATION AND ZERO INPUT RESPONSE COMPENSATION	08/136745	5533052
Vizada, Inc. (registered in the name of Comsat Corporation)	METHOD FOR PROVIDING AN OVERLAY SHORT MESSAGING SERVICE IN A MOBILE SATELLITE COMMUNICATION SYSTEM	08/668822	5815506
Vizada, Inc. (registered in the name of Comsat Corporation)	METHODS FOR PERFORMING 2-DIMENSIONAL MAXIMUM DIFFERENCES CODING AND DECODING DURING REAL-TIME FACSIMILE IMAGE COMPRESSION AND APPARATUS THEREFOR	08/352836	6181825
Vizada, Inc. (registered in the name of Communication Satellite Corporation)	COMBINED GLOBAL/SPOT BEAM CONFIGURATION FOR SATELLITE COMMUNICATIONS	07/206392	4868886
Vizada, Inc. (registered in the name of Comsat Corporation)	DIGITAL FREQUENCY CONVERSION AND TUNING SCHEME FOR MICROWAVE RADIO RECEIVERS AND TRANSMITTERS	08/057573	5375146
Vizada, Inc.	ENCODING/DECODING SYSTEM WITH TWO-STAGES	07/786210	5293251

<sup>3</sup> All Patents listing the registered assignee as Communications Satellite Corp., Communication Satellite Corporation, Comsat Corporation, or COMSAT are the subject of the Intellectual Property Assignment between COMSAT Corporation and Telenor Satellite Services, Inc. dated January 11, 2002 and were transferred to Telenor Satellite Services, Inc. thereunder; however, amendments to reflect the new assignee were not recorded at the time. Vizada, Inc., f/k/a Telenor Satellite Services, Inc., is currently in the process of correcting the record to reflect Vizada, Inc. as the assignee of each such Patent.

All Patents listing the registered assignee as Telenor Satellite Services, Inc. are currently in the process of being corrected in the record to reflect the assignee's name change to Vizada, Inc.

(registered in the name of Comsat Corporation)	OF ENCODING/DECODING		
Vizada, Inc. (registered in the name of Comsat Corporation)	SELF DIAGNOSIS AND SELF HEALING SCHEME FOR DIGITAL BEAM-FORMING	09/114495	6084541
Vizada, Inc. (registered in the name of COMSAT)	SWITCH MATRIX INCLUDING BOTH B SWITCHING ELEMENTS AND CROSSBAR SWITCH MATRICES	07/831731	5220320
Vizada, Inc. (registered in the name of Telenor Satellite Services, Inc., former name of Vizada, Inc.)	BUFFER OVERFLOW AND UNDERFLOW CONTROL FOR FACSIMILE TRANSMISSION	09/030232	6456399
Vizada, Inc. (registered in the name of Telenor Satellite Services Holdings, Inc.) <sup>4</sup>	ARITHMETIC CODING-BASED FACSIMILE COMPRESSION WITH ERROR DETECTION	09/600291	6760129

## (E) PATENT APPLICATIONS

None

<sup>4</sup> The predecessor in interest to this patent incorrectly transferred it to Telenor Satellite Services Holdings, Inc., when in fact it was the subject of the Intellectual Property Assignment between COMSAT Corporation and Telenor Satellite Services, Inc. dated January 11, 2002. (See footnote 3.) Vizada, Inc. as the proper assignee is in the process of correcting the record to reflect Vizada, Inc. as the proper and current assignee of this patent.

## (F) PATENT LICENSES

	Patent(s) Licensed	Name of Agreement	Parties	Date
Vizada Inc., as licensee <sup>5</sup> (registered in the name of Comsat Corp.)	5404394; 5963621; 5724414; 4849998; 5214674; 5272446; 5293449; 5307441; 5459784; 5487086; 5488653; 5515178; 5572530; 5802154	Intellectual Property License Agreement	Comsat Corp. and Telenor Satellite Services, Inc. (former name of Vizada, Inc.)	January 11, 2002

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All Patents listing the registered assignee as Communications Satellite Corp., Communication Satellite Corporation, Comsat Corporation, or COMSAT are the subject of the Intellectual Property Assignment between COMSAT Corporation and Telenor Satellite Services, Inc. dated January 11, 2002 and were transferred to Telenor Satellite Services, Inc. thereunder; however, amendments to reflect the new assignee were not recorded at the time. Vizada, Inc., f/k/a Telenor Satellite Services, Inc., is currently in the process of correcting the record to reflect Vizada, Inc. as the assignee of each such Patent.

All Patents listing the registered assignee as Telenor Satellite Services, Inc. are currently in the process of being corrected in the record to reflect the assignee's name change to Vizada, Inc.

**SCHEDULE III**  
**TRADEMARK REGISTRATIONS**

**(G) REGISTERED TRADEMARKS**

Grantor	Mark	Reg. No.	Date
Vizada, Inc.	BANDWIDTH MANAGER INTERFACE (BMI)	3067171	3/14/2006
Vizada, Inc.	BMI	3008413	10/25/2005
Vizada, Inc.	GMPCS PERSONAL COMMUNICATIONS AND DESIGN	2800353	12/30/2003
Vizada, Inc.	MAKING REMOTE CONNECTIONS ROUTINE STYLIZED	2993808	9/13/2005
Vizada, Inc.	MAKING SECURE CONNECTIONS ROUTINE STYLIZED	3000142	9/27/2005
Vizada, Inc.	THE SOURCE	2996773	9/20/2005
Vizada, Inc.	VBS	3072527	3/28/2006
Vizada, Inc.	SATELLITE DIRECT	3175813	11/28/2006
Vizada, Inc.	SATELLITE DIRECT PLUS	3172818	11/21/2006
Vizada, Inc.	TERRALINK	3303121	10/2/2007
MindSparx, Inc. <sup>6</sup>	MINDSPARX INC. AND DESIGN	3102668	6/13/2006

**(H) TRADEMARK APPLICATIONS**

Grantor	Mark	Appln. No.	Date
Vizada, Inc.	DUOLINK	76/612697	Pending
Vizada, Inc.	SEALINK AND DESIGN	76/603223	Pending

**(I) TRADEMARK LICENSES**

Licensor	Trademarks(s) Licensed	Name of Agreement	Parties	Date
Vizada, Inc.	All Trademarks	Standard reseller and agent agreements	Resellers and agents	various

<sup>6</sup> Recordings of all Intellectual Property in the name of MindSparx, Inc. are currently in the process of being amended to reflect merger with and into Vizada, Inc.