

03/29/00

USPTO Form 394
Rev. 5-93
OMB No. 0651-0011, exp. 4/94

RE 04-28-2000

Patent and Trademark Office



101338654

Tab settings = = =

To the Honorable Commissioner of P.

Attached original documents or copy thereof

1. Name of conveying party(ies):

Orbital Sciences Corporation

- Individual(s)
 - General Partnership
 - Corporation-State - Delaware
 - Other _____
- Association
 - Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 30, 1999

2. Name and address of receiving party(ies)
Morgan Guaranty Trust Company of
Name: New York, as Collateral Agent

Internal Address: _____

Street Address: 60 Wall Street
New York State: NY ZIP 10260

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached Schedule I.

B. Trademark Registration No.(s)

See Attached Schedule I.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Ave

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/27/2000 TSHABZ7 00000082 1A89451

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
425.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah L. Culhane

Name of Person Signing

Deborah L. Culhane
Signature

11/30/99
Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20230 TRADEMARK

REEL: 002060 FRAME: 0948

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	GREENSTAR	1,889,451	April 11, 1995
United States	INFOTRACK	2,139,427	February 24, 1998
United States	SMARTKIOSK	2,136,126	February 10, 1998
United States	BRINGING THE BENEFITS OF SPACE	1,672,809	January 21, 1992
Australia	EYEGLASS	A628676	September 8, 1995
France	EYEGLASS	94/524085	December 2, 1994
Saudi Arabia	EYEGLASS	348/25	April 30, 1994
Taiwan	EYEGLASS	76395	July 16, 1995
United Kingdom	EYEGLASS	A1569979	June 23, 1995
United States	ORBITAL (& Design)	2,264,116	July 27, 1999
United States	OSC	1,345,713	July 2, 1985
Australia	PEGASUS	A514569	May 19, 1992
Canada	PEGASUS	402157	September 4, 1992
France	PEGASUS	154165	July 17, 1989
Germany	PEGASUS	1154666	February 20, 1990
India	PEGASUS	513455	January 15, 1996
Indonesia	PEGASUS	270525	January 17, 1992
Israel	PEGASUS	73002	August 11, 1993
Italy	PEGASUS	570536	July 17, 1989
Japan	PEGASUS	2687884	July 29, 1994
Russian Federation	PEGASUS	90509	July 17, 1989
United Kingdom	PEGASUS	1391677	February 15, 1991
United Kingdom	PEGASUS	1391678	April 10, 1992
United States	PEGASUS	1,604,510	July 3, 1990
United States	PEGASUS	1,605,972	July 10, 1990
France	PEGASUS (& Design)	1,545,164	July 17, 1989
United States	PEGASUS (& Design)	1,605,426	July 10, 1990

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	PEGASUS (& Design)	1,604,987	July 3, 1990
United States	SUNCAST	1,949,665	January 16, 1996
United States	TAURUS	1,793,206	September 14, 1993
United States	TOS	1,324,350	March 12, 1985
United States	TMS	2,226,434	February 23, 1999

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	INDOSTAR	75/109,650	May 24, 1996
United States	SMARTTRACK	74/294,643	July 16, 1992
United States	SMARTTRACK JR	75/081,396	April 1, 1996
Saudi Arabia	ORBIMAGE INT'L GLOBAL IMAGING	403/8	November 11, 1995
United States	ORBTRAC	75/180,861	October 15, 1996
Italy	PEGASUS	RM97C/0034	July 14, 1997

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
United States	ORBITAL			
United States	ORBITAL ENTERPRISES			
United States	ORBITAL SYSTEMS			
United States	ORBLINK			

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 30, 1999, is made between ORBITAL SCIENCES CORPORATION, a Delaware corporation (the "**Grantor**"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as collateral agent (together with any successor(s) thereto in such capacity, the "**Collateral Agent**") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, Orbital Sciences Corporation, certain banks with their respective successors and assigns, and Morgan Guaranty Trust Company of New York, as collateral agent and administrative agent have entered into an Third Amended and Restated Credit Agreement dated as of December 21, 1998 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of November 30, 1999 (as amended from time to time, the "**Security Agreement**"),

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the secured obligations of the Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the secured obligations of the Grantor, the Grantor does hereby grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing by it:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Item A of Schedule I attached hereto, (iv) all renewals thereof,

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past or future infringements thereof.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and to the extent required pursuant to Section 5.19(a) of the Credit Agreement or Section 4(B) of the Security Agreement, with corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. New York Law. This amendment shall be governed by and construed in accordance with the laws of the State of New York

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers hereunto duly authorized as of the day and year first above written.

ORBITAL SCIENCES CORPORATION

By Kenneth H. Sunshine
Name: Kenneth H. Sunshine
Title: Vice President, Treasurer

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK
as Collateral Agent

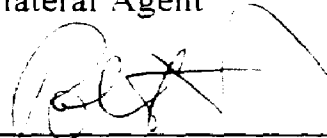
By _____
Name:
Title:

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ORBITAL SCIENCES CORPORATION

By _____
Name:
Title:

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK.
as Collateral Agent

By  _____
Name: Robert Vecsler
Title: Vice President

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