

09-14-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ACCESSPAS, INC.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Trademark Sec. Agmt.

Execution Date: 08/18/2004

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc.

Internal Address: as Administrative Agent

Street Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

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

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 registration number(s):

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

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

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address:

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$1450

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing

Signature of James P. Murphy

Signature

August 20, 2004

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20234



08-26-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #64

TRADEMARK REEL: 003049 FRAME: 0951

TRADEMARK RECEIVED AUG 23 2004 U.S. PATENT & TRADEMARK OFFICE

09/13/2004 00000075 2651547 01 FC: 0521 02 FC: 0522

ADDITIONAL NAME OF CONVEYING PARTIES (In connection with Item 1 of Trademark
Cover Sheet):

PANAMSAT CORPORATION

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Domestic Trademarks:

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
ACCESSPAS, INC.	Sonic Broadcaster	2651547	76/292105
ACCESSPAS, INC.	Sonic Claro	2642688	75/353792
ACCESSPAS, INC.	Sonic Telecom Ltd	2172495	75/233169
ACCESSPAS, INC.	Sonic Video1	2658635	76/295904
PanAmSat Corporation	Citystream		75/884587
PanAmSat Corporation	Demandlink		75/546780
PanAmSat Corporation	Demandnet		75/256286
PanAmSat Corporation	Demandner		76/477887
PanAmSat Corporation ¹	Demandnet	2452207	75/980123
PanAmSat Corporation	Dog (design only) kick- ing ball	2527335	76/217737
PanAmSat Corporation	Dog Design Only (space dog)	2529728	76/217735
PanAmSat Corporation	Dog Spot	1827748	74/383446
PanAmSat Corporation	G2 Satellite Solutions		76/490362
PanAmSat Corporation	Galaxy	1848728	74/371573
PanAmSat Corporation	Geostream		75/884585
PanAmSat Corporation	Miscellaneous Design (PanAmSat Design)	1935305	74/593509
PanAmSat Corporation	Net/36		76/006296
PanAmSat Corporation	Net/36 and Design		76/006552
PanAmSat Corporation	NET-36	2672858	76/147546
PanAmSat Corporation	On the Spot	2343561	75/736670
PanAmSat Corporation	PanAmSat	2770908	76/379990
PanAmSat Corporation	PanAmSat & Design	2333288	75/736665

¹ According to the Trademark Electronic Search System database on the United States Patent and Trademark Office website, Hughes Electronics Corporation is the registered owner of this mark.

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
PanAmSat Corporation	PanAmSat (New Design)		76/277223
PanAmSat Corporation	PanAmSat (Word Mark)	2335403	75/651907
PanAmSat Corporation	PanAmSat and Dog Design (space dog)		76/217736
PanAmSat Corporation	PAS	2546901	76/216556
PanAmSat Corporation	PAS		76/217733
PanAmSat Corporation	PAS-1	1643022	74/046992
PanAmSat Corporation	PAS-2	1893752	74/294923
PanAmSat Corporation	PAS-3	1995816	74/294920
PanAmSat Corporation	PAS-4	1963571	74/294981
PanAmSat Corporation	PAS-5	2272516	75/001415
PanAmSat Corporation	PAS-6	2272517	75/001416
PanAmSat Corporation	PAS-7	2239309	75/178068
PanAmSat Corporation	PAS-8	2296352	75/178069
PanAmSat Corporation	PASTHRU		75/884586
PanAmSat Corporation	Power of 5	2510244	76/213339
PanAmSat Corporation	Private Enterprise in Space	1767073	
PanAmSat Corporation	Satelos		76/235488
PanAmSat Corporation	Satpeer		75/811261
PanAmSat Corporation	Skycast ²		75/778263
PanAmSat Corporation	Skymedia		76/288661
PanAmSat Corporation	Skypeer		75/811262
PanAmSat Corporation	SLEC		75/884584
PanAmSat Corporation	Smart Content Distribution		75/884588
PanAmSat Corporation	Space for Everyone		76/006293
PanAmSat Corporation	Spotbone		75/844299
PanAmSat Corporation	Spotbytes	2142386	75/232109

² The Company has indicated they will abandon this mark.

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
PanAmSat Corporation	Spotel	2343560	75/736624
PanAmSat Corporation	Spotpath		76/231982
PanAmSat Corporation	Spotpath		76/219235
PanAmSat Corporation	Spotpeer		75/811260
PanAmSat Corporation	Spotstream		75/884582
PanAmSat Corporation	Stars & Stripes		76/393787
PanAmSat Corporation	Stars & Stripes by PanAmSat		76/393786
PanAmSat Corporation	The Internet, Unleashed		76/006295
PanAmSat Corporation	The Triumph and Tech- nology PanAmSat & Dog Design	2527334	76/217734

Trademark Security Agreement

Trademark Security Agreement, dated as of August 18, 2004, by ACCESSPAS, INC. and PANAMSAT CORPORATION (collectively, the "Pledgors"), in favor of CITICORP USA, INC., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Lender Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative 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 collateral of such Pledgor to the extent such collateral constitutes Collateral under the Security Agreement:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

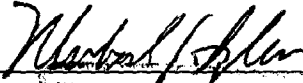
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative 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.

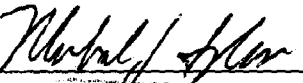
[signature page follows]

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.

Very truly yours,

ACCESSPAS, INC.


By: 
Name: _____
Title: Michael J. Inglese
Executive Vice President &
Chief Financial Officer
PANAMSAT CORPORATION

By: 
Name: _____
Title: Michael J. Inglese
Executive Vice President &
Chief Financial Officer

Signature Page to Trademark Security Agreement (Citicorp)

Accepted and Agreed:

CITICORP USA, INC.,
as Administrative Agent

By: 
Name: *Robert H. Chen*
Title: VICE PRESIDENT

Signature Page to Trademark Security Agreement (Citicorp)

TRADEMARK
REEL: 003049 FRAME: 0958

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