

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sirius XM Radio Inc.		02/17/2009	CORPORATION:

RECEIVING PARTY DATA	
Name:	Liberty Media Corporation
Street Address:	12300 Liberty Blvd.
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	76489492	
Serial Number:	77201550	
Serial Number:	76592954	BENEATH THE NEEDLE
Serial Number:	76596769	CHILL
Serial Number:	77249326	DRIVER2CREW CHATTER
Serial Number:	76596768	FACTION
Serial Number:	76597347	GAMEALERT
Serial Number:	75838490	GET SIRIUS
Serial Number:	76489478	IT'S_ON
Serial Number:	77609727	MIRGE
Serial Number:	76582341	ORBITER
Serial Number:	76506915	OUTQ
Serial Number:	77669976	POWER ALLEY
Serial Number:	76977535	S>PLEX

CH \$1090.00 76489492

Serial Number:	76610364	SHADE 45
Serial Number:	78943158	SIR
Serial Number:	78943148	SIR SIRIUS INTERNET RADIO
Serial Number:	75769598	SIRIUS
Serial Number:	75778346	SIRIUS
Serial Number:	75432324	SIRIUS
Serial Number:	75979592	SIRIUS
Serial Number:	75796898	SIRIUS
Serial Number:	75796884	SIRIUS
Serial Number:	78943154	SIRIUS INTERNET RADIO
Serial Number:	77024941	SIRIUS INV
Serial Number:	75778344	SIRIUS RADIO
Serial Number:	75777847	SIRIUS RADIO
Serial Number:	76297378	SIRIUS READY
Serial Number:	75796701	SIRIUS SATELLITE RADIO
Serial Number:	77661457	SKYDOCK
Serial Number:	78944016	SPEEDSTER
Serial Number:	76512418	S-SEEK
Serial Number:	78892447	STILETTO
Serial Number:	78944014	STRATUS
Serial Number:	76592953	TATTOO RADIO
Serial Number:	78864406	THE BEST RADIO ON RADIO
Serial Number:	78978431	THE BEST RADIO ON RADIO
Serial Number:	77235959	TRAVEL LINK
Serial Number:	77235967	TRAVEL LINK
Serial Number:	77246821	WELCOME TO THE BEST RADIO ON RADIO
Serial Number:	77246807	WELCOME TO THE BEST RADIO ON RADIO
Serial Number:	77473169	WELCOME TO THE BEST RADIO ON RADIO
Serial Number:	76391107	YOU'LL NEVER WANT TO LEAVE YOUR CAR

CORRESPONDENCE DATA

Fax Number: (212)259-2427

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.408.2500

Email: amy.waldron@bakerbotts.com

Correspondent Name: Jack L. Chen

Address Line 1: 30 Rockefeller Plaza
Address Line 2: Baker Botts L.L.P.
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER: 019015.0480

NAME OF SUBMITTER: Jack L. Chen

Signature: /Jack L. Chen/

Date: 02/17/2009

Total Attachments: 11
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of February 17, 2009 (this "Agreement"), among the Borrower, the Subsidiaries party hereto (the "Subsidiary Guarantors"), and collectively with the Borrower, the "Loan Parties") and LIBERTY MEDIA CORPORATION ("Liberty"), as Administrative Agent and Collateral Agent.

Reference is made to (a) the Term Credit Agreement dated as of February 17, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and Liberty, as Administrative Agent and Collateral Agent, and (b) the Term Loan Guarantee and Collateral Agreement dated as of February 17, 2009 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Guarantors party thereto and the Collateral Agent. The Term Loan Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Term Loan Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Guarantors are Subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Term Loan Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Term Loan Obligations (as defined in the Collateral Agreement), each of the Loan Parties, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Term Loan Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Loan Party or in which such Loan Party now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing

or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks"); and

(d) all goodwill associated therewith or symbolized thereby.

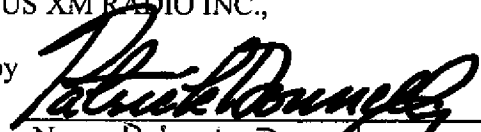
SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Loan Party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the day and year first above written.

SIRIUS XM RADIO INC.,

by




Name: Patrick Donnelly
Title: Executive Vice President, General Counsel and secretary

[Signature Page to Sirius Patent and Trademark Security Agreement]

TRADEMARK
REEL: 003936 FRAME: 0931

LIBERTY MEDIA CORPORATION, as
Administrative Agent and Collateral Agent,

by

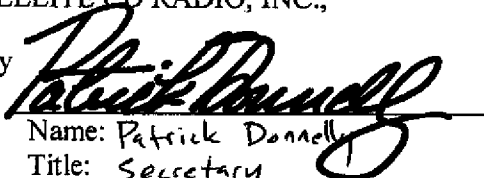


Name: David Flowers
Title: SVP + Treasurer

[Signature Page to Sirius Patent and Trademark Security Agreement]

SUBSIDIARY GUARANTOR
SIGNATURE PAGE TO THE
PATENT AND TRADEMARK
SECURITY AGREEMENT

SATELLITE CD RADIO, INC.,

by 
Name: Patrick Donnelly
Title: Secretary

[Signature Page to Sirius Patent and Trademark Security Agreement]

SUBSIDIARY GUARANTOR
SIGNATURE PAGE TO THE
PATENT AND TRADEMARK
SECURITY AGREEMENT

SIRIUS ASSET MANAGEMENT
COMPANY LLC,

by 
Name: Patrick Donnelly
Title: Secretary

[Signature Page to Sirius Patent and Trademark Security Agreement]


List of Patents and Patent Applications

Owner	Type	Application No./ Patent No.	Filing Date	Status	Exp. Date
Sirius XM Radio Inc.	Utility	5,864,579	7/25/96	Issued	7/25/16
Sirius Satellite Radio Inc.	Utility	7,158,752	9/17/02	Issued	9/17/22
Sirius XM Radio Inc.	Utility	6,223,019	5/20/98	Issued	5/20/18
Sirius XM Radio Inc.	Utility	6,564,053*	10/19/00	Issued	5/20/18
Sirius XM Radio Inc.	Utility	7,167,128	10/03/03	Issued	10/03/23
Sirius XM Radio Inc.	Design	D576,149	12/15/06	Issued	9/02/22
Sirius XM Radio Inc.	Utility	5,592,471	5/4/95	Issued	5/4/15
Sirius XM Radio Inc.	Utility	6,892,987	7/25/03	Issued	7/25/23
Sirius XM Radio Inc.	Utility	10/585,007	6/27/06	Pending	n/a
Sirius XM Radio Inc.	Utility	5,278,863	4/10/92	Issued	4/10/12
Sirius XM Radio Inc.	Utility	5,319,673	4/16/93	Issued	4/16/13
Sirius XM Radio Inc.	Utility	5,485,485	4/13/94	Issued	4/13/14
Sirius XM Radio Inc.	Utility	5,794,138	2/26/97	Issued	2/26/17
Sirius XM Radio Inc.	Utility	6,023,616	3/10/98	Issued	3/10/18
Sirius XM Radio Inc.	Utility	5,745,839	9/1/95	Issued	9/1/15
Sirius XM Radio Inc.	Utility	5,720,039	11/1/96	Issued	11/1/16
Sirius XM Radio Inc.	Utility	7,251,452	7/9/01	Issued	3/1/23
Sirius XM Radio Inc.	Utility	11/607,383	12/1/06	Pending	n/a
Sirius XM Radio Inc.	Utility	11/550,493	10/18/2006	Pending	n/a

* This patent is not yet assigned of record; assignment is pending

Owner	Type	Application No./ Patent No.	Filing Date	Status	Exp. Date
Sirius XM Radio Inc.	Utility	11/233,583	9/22/05	Pending	n/a
Sirius XM Radio Inc.	Utility	11/281,783	10/18/06	Pending	n/a
Sirius XM Radio Inc.	Utility	11/891,558	8/10/07	Pending	n/a
Sirius XM Radio Inc.	Utility	12/079,467	3/26/08	Pending	n/a
Sirius XM Radio Inc.	Utility	12/079,782	3/28/08	Pending	n/a
Sirius XM Radio Inc.	Utility	12/080,135	3/31/08	Pending	n/a
Sirius XM Radio Inc.	PRV	61/072,646	3/31/08	Pending	3/31/09
Sirius XM Radio Inc.	PRV	61/072,638	3/31/08	Pending	3/31/09
Sirius XM Radio Inc.	PRV	61/072,639	3/31/08	Pending	3/31/09
Sirius XM Radio Inc.	PRV	61/072,637	3/31/08	Pending	3/31/09
Sirius XM Radio Inc.	PRV	61/124,626	4/18/08	Pending	4/18/09
Sirius XM Radio Inc.	PRV	61/133,606	6/30/08	Pending	6/30/09
Sirius XM Radio Inc.	PRV	61/077,742	7/2/08	Pending	7/2/09
Sirius XM Radio Inc.	PRV	61/079,349	7/9/08	Pending	7/9/09
Sirius XM Radio Inc.	Utility	12/184,023	7/31/08	Pending	n/a
Sirius XM Radio Inc.	Utility	12/183,980	7/31/08	Pending	n/a
Sirius XM Radio Inc.	Utility	12/184,659	8/1/08	Pending	n/a
Sirius XM Radio Inc.	Utility	12/221,363	8/1/08	Pending	n/a

List of Trademarks and Trademark Applications

Mark	Owner	Filing Date	App. No.	Reg. Date	Reg. No.	Exp. Date
DOG LOGO 	Sirius XM Radio Inc.	2/14/03	76/489,492	1/13/04	2,804,490	1/13/14
HEART LOGO 	Sirius XM Radio Inc.	6/8/07	77/201,550	n/a	n/a	n/a
BENEATH THE NEEDLE	Sirius XM Radio Inc.	5/19/04	76/592,954	12/27/05	3,033,578	12/27/15
CHILL	Sirius XM Radio Inc.	6/14/04	76/596,769	7/25/06	3,118,724	7/25/16
DRIVER2CREW CHATTER	Sirius XM Radio Inc.	8/7/07	77/249,326	2/19/08	3,387,126	2/19/18
FACTION	Sirius XM Radio Inc.	6/14/04	76/596,768	12/13/05	3,025,580	12/13/15
GAMEALERT	Sirius XM Radio Inc.	6/15/04	76/597,347	4/17/07	3,231,718	4/17/17
GET SIRIUS	Sirius XM Radio Inc.	11/2/99	75/838,490	7/25/06	3,121,059	7/25/16
IT'S_ON	Sirius XM Radio Inc.	2/14/03	76/489,478	2/10/04	2,812,561	2/10/14
MIRGE	Sirius XM Radio Inc.	11/7/08	77/609,727	n/a	n/a	n/a
ORBITER	Sirius XM Radio Inc.	3/22/04	76/582,341	12/13/05	3,029,892	12/13/15
OUTQ	Sirius XM Radio Inc.	4/16/03	76/506,915	2/24/04	2,816,802	2/24/14
POWER ALLEY	Sirius XM Radio Inc.	2/13/09	77/669,976	n/a	n/a	n/a
S>PLEX	Sirius XM Radio Inc.	12/17/01	76/977,535	7/19/05	2,972,555	7/19/15
SHADE 45	Sirius XM Radio Inc.	9/7/04	76/610,364	12/5/06	3,181,371	12/5/16
SIR	Sirius XM Radio Inc.	8/2/06	78/943,158	n/a	n/a	n/a
SIR SIRIUS INTERNET RADIO	Sirius XM Radio Inc.	8/2/06	78/943,148	n/a	n/a	n/a

Mark	Owner	Filing Date	App. No.	Reg. Date	Reg. No.	Exp. Date
SIRIUS	Sirius XM Radio Inc.	8/6/99	75/769,598	3/21/06	3,071,291	3/21/16
SIRIUS	Sirius XM Radio Inc.	8/18/99	75/778,346	7/11/06	3,114,505	7/11/16
SIRIUS	Sirius XM Radio Inc.	2/11/98	75/432,324	12/28/04	2,914,720	12/28/14
SIRIUS	Sirius XM Radio Inc.	2/11/98	75/979,592	8/28/01	2,481,900	8/28/11
SIRIUS (STYLIZED) (BLACK & WHITE) SIRIUS	Sirius XM Radio Inc.	9/10/99	75/796,898	1/30/07	3,204,232	1/30/17
SIRIUS (STYLIZED) (BLUE) SIRIUS	Sirius XM Radio Inc.	9/10/99	75/796,884	7/11/06	3,114,506	7/11/16
SIRIUS INTERNET RADIO	Sirius XM Radio Inc.	8/2/06	78/943,154	7/29/08	3,478,281	7/29/18
SIRIUS INV	Sirius XM Radio Inc.	10/19/06	77/024,941	8/12/08	3,485,527	8/12/18
SIRIUS RADIO	Sirius XM Radio Inc.	8/18/99	75/778,344	8/19/08	3,489,086	8/19/18
SIRIUS RADIO	Sirius XM Radio Inc.	8/17/99	75/777,847	12/23/08	3,550,509	12/23/18
SIRIUS READY	Sirius XM Radio Inc.	8/8/01	76/297,378	5/6/08	3,423,257	5/6/18
SIRIUS SATELLITE RADIO	Sirius XM Radio Inc.	9/10/99	75/796,701	7/18/06	3,117,441	7/18/16
SKYDOCK	Sirius XM Radio Inc.	2/2/09	77/661,457	n/a	n/a	n/a
SPEEDSTER	Sirius XM Radio Inc.	8/3/06	78/944,016	n/a	n/a	n/a
S-SEEK	Sirius XM Radio Inc.	5/7/03	76/512,418	5/3/05	2,946,527	5/3/15

Mark	Owner	Filing Date	App. No.	Reg. Date	Reg. No.	Exp. Date
STILETTO	Sirius XM Radio Inc.	5/25/06	78/892,447	11/13/07	3,337,257	11/13/17
STRATUS	Sirius XM Radio Inc.	8/3/06	78/944,014	n/a	n/a	n/a
TATTOO RADIO	Sirius XM Radio Inc.	5/19/04	76/592,953	12/27/05	3,033,577	12/27/15
THE BEST RADIO ON RADIO	Sirius XM Radio Inc.	4/19/06	78/864,406	12/30/08	3,555,390	12/30/18
THE BEST RADIO ON RADIO	Sirius XM Radio Inc.	4/19/06	78/978,431	8/7/07	3,278,256	8/7/17
TRAVEL LINK	Sirius XM Radio Inc.	7/23/07	77/235,959	n/a	n/a	n/a
TRAVEL LINK	Sirius XM Radio Inc.	7/23/07	77/235,967	n/a	n/a	n/a
WELCOME TO THE BEST RADIO ON RADIO	Sirius XM Radio Inc.	8/3/07	77/246,821	4/1/08	3,407,543	4/1/18
WELCOME TO THE BEST RADIO ON RADIO	Sirius XM Radio Inc.	8/3/07	77/246,807	n/a	n/a	n/a
WELCOME TO THE BEST RADIO ON RADIO	Sirius XM Radio Inc.	5/13/08	77/473,169	n/a	n/a	n/a
YOU'LL NEVER WANT TO LEAVE YOUR CAR	Sirius XM Radio Inc.	4/3/02	76/391,107	1/28/03	2,680,715	1/28/13