

## 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
Hughes Network Systems, LLC		02/10/2012	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	625 Marquette Ave., 11th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55470		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85344548	TURBOPAGE	
Serial Number:	85420762	HUGHES	
Serial Number:	85420786	HUGHES	
Serial Number:	85420838	HUGHES CLOUD SERVICES AND HOSTING	
Serial Number:	85420845	HUGHES CLOUD SERVICES (HCS)	
Serial Number:	85511685	DOWNLOAD BANK	
CORRESPONDENCE DATA			
Fax Number:	(212)291-9174		
Phone:	212 558 7250		
Email:	millerse@sullcrom.com, nguyenb@sullcrom.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stephen E. Miller		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		

OP \$165.00 85344548

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 018153/0038 (SEM)

NAME OF SUBMITTER: Stephen E. Miller

Signature: /Stephen E. Miller/

Date: 02/13/2012

**Total Attachments: 5**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 10, 2012, by Hughes Network Systems, LLC, a Colorado limited liability company ("Pledgor"), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of June 8, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral 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. The Pledgor hereby pledges and grants to the Collateral 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 Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the security interest granted to the Collateral Agent under the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

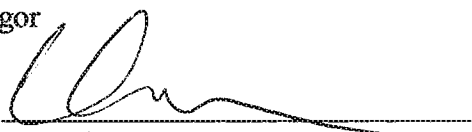
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

In Witness Whereof, the Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officer as of the date first set forth above.

**HUGHES NETWORK SYSTEMS, LLC,**  
as Pledgor

By:   
Name: Dean A. Manson  
Title: Executive Vice President, General  
Counsel and Secretary

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Collateral Agent


By: \_\_\_\_\_  
Name:  
Title:

In Witness Whereof, the Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officer as of the date first set forth above.

**HUGHES NETWORK SYSTEMS, LLC,**  
as Pledgor

By: \_\_\_\_\_  
Name: Dean A. Manson  
Title: Executive Vice President, General  
Counsel and Secretary

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name:  
Title: **Richard Protococh**  
**Vice President**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**United States Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>	<b>CLASS(ES)</b>
Hughes Network Systems LLC	85/344,548 (ITU)	TURBOPAGE	38
Hughes Network Systems LLC	85/420,762 (ITU)	HUGHES	9
Hughes Network Systems LLC	85/420,786 (ITU)	HUGHES	35, 39, 42
Hughes Network Systems LLC	85/420,838 (ITU)	HUGHES CLOUD SERVICES AND HOSTING	42
Hughes Network Systems LLC	85/420,845 (ITU)	HUGHES CLOUD SERVICES (HCS)	42
Hughes Network Systems LLC	85/511,685 (ITU)	DOWNLOAD BANK	38