

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIASAT, INC.		05/09/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNION BANK, N.A.
<b>Street Address:</b>	350 California Street, 10th Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104
<b>Entity Type:</b>	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 23</b>		
Property Type	Number	Word Mark
Serial Number:	78077718	ACCELENET
Serial Number:	74519721	ADVS
Serial Number:	76525949	ALTASEC
Serial Number:	78696728	ALTASEC
Serial Number:	76164091	ARCLIGHT
Serial Number:	77450090	ENERLINKSII
Serial Number:	78552936	ISATLITE
Serial Number:	76196222	LINKSTAR
Serial Number:	75822414	LINKWAY
Serial Number:	75541274	
Serial Number:	75179874	SKYLINX
Serial Number:	77273433	SKYPHY
Serial Number:	78694758	STARWIRE
Serial Number:	76427629	SURFBEAM

CH \$590.00 78077718

Serial Number:	74718642	VIASAT
Serial Number:	74176597	VIASAT
Serial Number:	78731209	VIASAT
Serial Number:	75474734	VIASAT EMAIL
Serial Number:	77764354	YONDER
Serial Number:	85175478	YONDER
Serial Number:	77765439	YONDERTV
Serial Number:	78697842	US MONOLITHICS
Serial Number:	85511704	EXEDE

**CORRESPONDENCE DATA**

Fax Number: 7037707901  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 7037707900  
Email: fabienne.legrand@pillsburylaw.com  
Correspondent Name: PILLSBURY WINTHROP SHAW PITTMAN, LLP  
Address Line 1: P.O. BOX 10500  
Address Line 4: MCLEAN, VIRGINIA 22102-4856

ATTORNEY DOCKET NUMBER:	005550-439
NAME OF SUBMITTER:	Patrick Doody
Signature:	/Patrick Doody/
Date:	05/09/2012

Total Attachments: 12  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 9, 2012, is entered into by VIASAT, INC., a Delaware corporation (the "Grantor"), and UNION BANK, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of the date hereof by and between Grantor and the Collateral Agent (the "Security Agreement"), Grantor has agreed to grant to the Collateral Agent a first-priority lien and security interest in its Trademark Collateral (as defined below); and

WHEREAS, in connection with the security interest granted by the Grantor to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, the Grantor executes and delivers to the Collateral Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent a continuing first-priority lien and security interest (subject to Liens permitted under Section 6.9 of the Credit Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks, trademark registrations, trade names, trademark applications, service marks, designs, logos and other source or business identifiers, including the U.S. trademark registrations and U.S. trademark applications listed on Schedule I;
- (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark;
- (c) rights to sue for past, present and future infringements thereof,
- (d) rights corresponding thereto throughout the world; and
- (e) renewals of any of the foregoing,

provided that no security interest shall be granted in, and the term "Trademark Collateral" shall not include, United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair

the validity or enforceability of such intent-to-use trademark applications under applicable law

3. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by Grantor pursuant to this Trademark Security Agreement secures the payment and performance of the Secured Obligations.

4. SECURITY AGREEMENT. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Security Agreement. Each of Grantor and the Collateral Agent hereby acknowledges and affirms that the rights and remedies of the Collateral Agent and obligations of the Grantor with respect to the lien and security interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Collateral Agent to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of Grantor in accordance with the provisions of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. BINDING EFFECT. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties hereunder without the prior written consent of the Collateral Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Security Agreement.

7. CAPTIONS. The captions contained in this Trademark Security Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

8. TERMINATION AND RELEASE. This Trademark Security Agreement shall terminate in accordance with the Security Agreement.

9. ENTIRE AGREEMENT. This Trademark Security Agreement, together with the Security Agreement and other Loan Documents, embodies the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Trademark Collateral.

10. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of

the parties hereto may execute this Trademark Security Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

11. AMENDMENTS. Other than as permitted pursuant to the Security Agreement, neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Security Agreement.

12. GOVERNING LAW; VENUE. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH PARTY HERETO HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN SAN DIEGO COUNTY, CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR AND THE COLLATERAL AGENT OR ANY OF THE SECURED PARTIES PERTAINING TO THIS TRADEMARK AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT; PROVIDED, THAT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF SAN DIEGO COUNTY, CALIFORNIA; AND FURTHER PROVIDED, THAT NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE SECURED PARTIES FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PARTY AT ITS ADDRESS SET FORTH IN SECTION 11.6 OF THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH PARTY'S ACTUAL RECEIPT

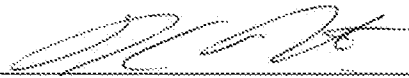
THEREOF OR THREE DAYS AFTER DEPOSIT IN THE UNITED STATES MAILS, PROPER POSTAGE PREPAID.

13. **DISPUTES.** TO THE EXTENT PERMITTED BY LAW, IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, PROCEEDING OR OTHER DISPUTE CONCERNING THIS TRADEMARK SECURITY AGREEMENT (EACH A "CLAIM"), THE PARTIES TO THIS TRADEMARK SECURITY AGREEMENT EXPRESSLY, INTENTIONALLY, AND DELIBERATELY WAIVE ANY RIGHT EACH MAY OTHERWISE HAVE TO TRIAL BY JURY. IN THE EVENT THAT THE WAIVER OF JURY TRIAL SET FORTH IN THE PREVIOUS SENTENCE IS NOT ENFORCEABLE UNDER THE LAW APPLICABLE TO THIS TRADEMARK SECURITY AGREEMENT, THE PARTIES TO THIS TRADEMARK SECURITY AGREEMENT AGREE THAT ANY CLAIM, INCLUDING ANY QUESTION OF LAW OR FACT RELATING THERETO, SHALL, AT THE WRITTEN REQUEST OF ANY PARTY, BE DETERMINED BY JUDICIAL REFERENCE PURSUANT TO THE STATE LAW APPLICABLE TO THIS TRADEMARK SECURITY AGREEMENT. THE PARTIES SHALL SELECT A SINGLE NEUTRAL REFEREE, WHO SHALL BE A RETIRED STATE OR FEDERAL JUDGE. IN THE EVENT THAT THE PARTIES CANNOT AGREE UPON A REFEREE, THE COURT SHALL APPOINT THE REFEREE. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT. NOTHING IN THIS PARAGRAPH SHALL LIMIT THE RIGHT OF ANY PARTY AT ANY TIME TO EXERCISE SELF-HELP REMEDIES, FORECLOSE AGAINST COLLATERAL OR OBTAIN PROVISIONAL REMEDIES. THE PARTIES SHALL BEAR THE FEES AND EXPENSES OF THE REFEREE EQUALLY, UNLESS THE REFEREE ORDERS OTHERWISE. THE REFEREE SHALL ALSO DETERMINE ALL ISSUES RELATING TO THE APPLICABILITY, INTERPRETATION, AND ENFORCEABILITY OF THIS PARAGRAPH. THE PARTIES ACKNOWLEDGE THAT IF A REFEREE IS SELECTED TO DETERMINE THE CLAIMS, THEN THE CLAIMS WILL NOT BE DECIDED BY A JURY.

[Signature Page Follows]

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

VIASAT, INC., a Delaware corporation

By:  \_\_\_\_\_

Name: Kevin K. Uppert

Title: Vice President General Counsel & Secretary

ACCEPTED AND ACKNOWLEDGED BY:

UNION BANK, N.A., as Collateral Agent

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

[Signature page to Trademark Security Agreement]

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

VIASAT, INC., a Delaware corporation

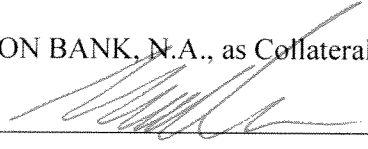
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

UNION BANK, N.A., as Collateral Agent

By:  \_\_\_\_\_

Name MARK ADELMAN  
Vice President

Title \_\_\_\_\_

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004776 FRAME: 0260**



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

TRADEMARK REG. NUMBER REG. DATE GOODS

**Trademark Registrations and Applications**

**ViaSat, Inc.**

[see attached]



Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
<b>ACCELENET &amp; Design</b>							
UNITED STATES	19162-0086001	9	8/6/2001	78/077,718	7/19/2005	2,972,611	REGISTERED
<b>ADVS</b>							
UNITED STATES	19162-0079001	9	3/23/1994	74/519,721	5/23/1995	1,894,958	REGISTERED
<b>ALTASEC</b>							
UNITED STATES	19162-0038001	9	6/26/2003	76/525,949	5/25/2004	2,844,580	REGISTERED
<b>ALTASEC &amp; Design</b>							
UNITED STATES	19162-0060001	9	8/19/2005	78/696,728	12/12/2006	3,183,112	REGISTERED
<b>ARCLIGHT</b>							
UNITED STATES	19162-0020001	09	11/13/2000	76/164,091	10/29/2002	2,641,826	REGISTERED
<b>ENERLINKSII</b>							
UNITED STATES	19162-0083001	09	4/16/2008	77/450,090	9/15/2009	3,682,029	REGISTERED
<b>ISATLITE</b>							
UNITED STATES	19162-0065001	9	1/24/2005	78/552,936	2/6/2007	3,205,030	REGISTERED
<b>LINKSTAR</b>							
UNITED STATES	19162-0040001	9	1/19/2001	76/196,222	8/19/2003	2,753,736	REGISTERED
<b>LINKWAY</b>							
UNITED STATES	19162-0041001	09	10/14/1999	75/822,414	7/15/2003	2,735,771	REGISTERED
<b>Satellite Design</b>							
UNITED STATES	19162-0007001	9	8/24/1998	75/541,274	2/15/2000	2,318,294	REGISTERED
<b>SKYLINX</b>							



Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
UNITED STATES	19162-0046001	9	10/9/1996	75/179,874	8/4/1998	2,179,285	REGISTERED
SKYPHY							
UNITED STATES	19162-0087001	09	9/6/2007	77/273,433	8/11/2009	3,665,504	REGISTERED
STARWIRE							
UNITED STATES	19162-0053001	09	8/17/2005	78/694,758	7/25/2006	3,120,705	REGISTERED
SURFBEAM							
UNITED STATES	19162-0039001	9	7/5/2002	76/427,629	4/15/2003	2,706,956	REGISTERED
VIASAT							
CALIFORNIA	19162-0027C11	38		-	9/10/1996	28163	REGISTERED
UNITED STATES	19162-0013001	9	8/21/1995	74/718,642	8/27/1996	1,996,891	REGISTERED
	19162-0035001	42	6/17/1991	74/176,597	4/11/1995	1,888,961	REGISTERED
VIASAT (Stylized) & Design							
UNITED STATES	19162-0057001	9, 40, 42	10/11/2005	78/731,209	1/23/2007	3,201,013	REGISTERED
VIASAT EMAIL							
UNITED STATES	19162-0024001	9	4/27/1998	75/474,734	1/22/2002	2,531,087	REGISTERED
YONDER							
UNITED STATES	19162-0094001	38	6/19/2009	77/764,354	1/19/2010	3,739,881	REGISTERED
YONDER & Design							
UNITED STATES	19162-0104001	38	11/12/2010	85/175,478	6/14/2011	3,978,158	REGISTERED
YONDERTV							
UNITED STATES	19162-0097001	38	6/22/2009	77/765,439	1/26/2010	3,742,243	REGISTERED



Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
US MONOLITHICS							
UNITED STATES	19162-0054001	9, 42	8/22/2005	78/697,842	9/19/2006	3,144,971	REG/DROP



Mark	Ref#	Class(es)	Filed	Appln #	Reg Date	Reg #	Status
<b>EXEDE</b>							
UNITED STATES	19162-0124001	38	1/9/2012	85/511,704			PENDING