

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Echostar Satellite Services L.L.C.		02/19/2015	LIMITED LIABILITY COMPANY: COLORADO
HUGHES NETWORK SYSTEMS L.L.C.		02/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	625 MARQUETTE AVE.,		
Internal Address:	11TH FLOOR		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55470		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86440042	ECHOSTAR	
Serial Number:	86440031	ECHOSTAR	
Serial Number:	86440020	ECHOSTAR	
Serial Number:	86439999	ECHOSTAR	
Registration Number:	4580481	HUGHES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(303) 706-4506		
Email:	max.gratton@echostar.com		
Correspondent Name:	Max Gratton		
Address Line 1:	100 Inverness Terrace East		
Address Line 4:	Englewood, COLORADO 80112		
NAME OF SUBMITTER:	Max Gratton		
SIGNATURE:	/Max Gratton/		

CH \$140.00 86440042

DATE SIGNED:

05/01/2015

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of February 19, 2015, by Hughes Network Systems, LLC, a Colorado limited liability company and EchoStar Satellite Service L.L.C., a Colorado limited liability company (collectively, the "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: Cleo V. Belmonte

Title: Assistant Secretary

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

By: 

Name: Julius R. Zamora

Title: Vice President

**ECHOSTAR SATELLITE SERVICES
L.L.C.,
as Pledgor**

By: 

Name: Dean A. Manson

Title: Executive Vice President, General
Counsel and Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>	<u>CLASSES</u>
Hughes Network Systems, LLC	4,580,481	HUGHES	038, 042, 045

United States Trademark Applications:

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>	<u>CLASSES</u>
EchoStar Satellite Services L.L.C.	86/440,042	EchoStar	042
EchoStar Satellite Services L.L.C.	86/440,031	EchoStar	038
EchoStar Satellite Services L.L.C.	86/440,020	EchoStar	041
EchoStar Satellite Services L.L.C.	86/439,999	EchoStar	035