

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hughes Network Systems, LLC		02/18/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association - As Collateral Agent		
Street Address:	625 MARQUETTE AVE, 11TH Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55470		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4949323	SMARTRESOURCES	
Registration Number:	4949322	SMARTFETCH	
Serial Number:	86961401	ACTIVECLASSIFIER	
Serial Number:	86961390	ACTIVECOMPRESSION	
Serial Number:	86961311	ACTIVEQOS	
Serial Number:	86574891	SMARTBROWSING	
Serial Number:	86574872	SMARTCOMPRESSION	
Serial Number:	86574816	SMARTTECHNOLOGIES	
Serial Number:	86617566	HUGHES	
Serial Number:	86617563	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:	(301) 601-7267		
Email:	cory.myers@hughes.com		
Correspondent Name:	Hughes Network Systems, LLC		
Address Line 1:	11717 EXPLORATION DRIVE		
Address Line 4:	Germantown, MARYLAND 21043		

CH \$265.00 4949323

NAME OF SUBMITTER:	Cory Myers
SIGNATURE:	/Cory Myers/ (Reg. No. 68,618)
DATE SIGNED:	07/27/2016
Total Attachments: 5 source=DC_LAN01-#328454-v2-Trademark_Security_Agreement_-_Executed (003)#page1.tif source=DC_LAN01-#328454-v2-Trademark_Security_Agreement_-_Executed (003)#page2.tif source=DC_LAN01-#328454-v2-Trademark_Security_Agreement_-_Executed (003)#page3.tif source=DC_LAN01-#328454-v2-Trademark_Security_Agreement_-_Executed (003)#page4.tif source=DC_LAN01-#328454-v2-Trademark_Security_Agreement_-_Executed (003)#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of July 27, 2016, by Hughes Network Systems, LLC, a Delaware limited liability company (the “Pledgor”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent (the “Collateral Agent”) pursuant to (i) that certain Secured Indenture dated as of June 1, 2011, by and among Hughes Satellite Systems Corporation, the guarantors party thereto, and Wells Fargo Bank, National Association, as trustee and Collateral Agent (as supplemented, the “2011 Indenture”), and (ii) that certain Secured Indenture dated as of July 27, 2016, by and among Hughes Satellite Systems Corporation, the guarantors party thereto, the Collateral Agent and U.S. Bank National Association, as trustee (as supplemented, the “2016 Indenture” and, together with the 2011 Indenture, the “Indentures”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of June 8, 2011 as supplemented by the Joinder Agreement, dated as of March 28, 2014 and the Additional Secured Party Joinder, dated as of July 27, 2016 (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 each 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: _____

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 005840 FRAME: 0148

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: Gregory S. Clarke
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005840 FRAME: 0149**

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	4949323	SMARTRESOURCES	038, 100, 101, 104
Hughes Network Systems LLC	4949322	SMARTFETCH	038, 100, 101, 104

United States Trademark Applications:

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>TRADEMARK</u>	<u>CLASSES</u>
Hughes Network Systems LLC	86/961401	ACTIVECLASSIFIER	038
Hughes Network Systems LLC	86/961390	ACTIVECOMPRESSION	038
Hughes Network Systems LLC	86/961311	ACTIVEQOS	038
Hughes Network Systems LLC	86/574891	SMARTBROWSING	038, 100, 101, 104
Hughes Network Systems LLC	86/574872	SMARTCOMPRESSION	038, 100, 101, 104
Hughes Network Systems LLC	86/574816	SMARTTECHNOLOGIES	038, 100, 101, 104
Hughes Network Systems LLC	86/617566 (ITU)	HUGHES	009, 021, 023, 026, 036, 038
Hughes Network Systems LLC	86/617563 (ITU)	HUGHES	042, 100, 101