

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viasat, Inc.		03/27/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Trustee		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2972611	ACCELENET	
<b>Registration Number:</b>	2844580	ALTASEC	
<b>Registration Number:</b>	3183112	ALTASEC	
<b>Registration Number:</b>	2641826	ARCLIGHT	
<b>Registration Number:</b>	2318294		
<b>Registration Number:</b>	5618681		
<b>Registration Number:</b>	3682029	ENERLINKSII	
<b>Registration Number:</b>	4194330	EXEDE	
<b>Registration Number:</b>	4767010	EXEDE	
<b>Registration Number:</b>	2753736	LINKSTAR	
<b>Registration Number:</b>	2735771	LINKWAY	
<b>Registration Number:</b>	2724881	NNU	
<b>Registration Number:</b>	2179285	SKYLINX	
<b>Registration Number:</b>	2706956	SURFBEAM	
<b>Registration Number:</b>	2728521	TRACKOS	
<b>Registration Number:</b>	2728520	TRACKOS	
<b>Registration Number:</b>	1888961	VIASAT	
<b>Registration Number:</b>	1996891	VIASAT	
<b>Registration Number:</b>	3201013	VIASAT	

OP \$715.00 2972611

Property Type	Number	Word Mark
Registration Number:	5618683	VIASAT
Registration Number:	2531087	VIASAT EMAIL
Registration Number:	3069378	W
Registration Number:	3072167	W WILDBLUE
Registration Number:	3064348	WILDBLUE
Registration Number:	3160428	WILDBLUE
Registration Number:	3739881	YONDER
Registration Number:	3978158	YONDER
Registration Number:	1894958	ADVS

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@coagencyglobal.com

**Correspondent Name:** Melony Sot

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1063108 TM
<b>NAME OF SUBMITTER:</b>	Brandon Okun
<b>SIGNATURE:</b>	/Brandon Okun/
<b>DATE SIGNED:</b>	03/27/2019

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 27, 2019, is entered into by VIASAT, INC., a Delaware corporation (the "Grantor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Trustee for the Secured Parties (in such capacity, the "Collateral Trustee").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and between the Grantor and the Collateral Trustee (the "Security Agreement"), Grantor has agreed to grant to the Collateral Trustee 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 Trustee, for the benefit of the Secured Parties, pursuant to the Security Agreement, the Grantor executes and delivers to the Collateral Trustee 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 Trustee a continuing first-priority lien and security interest (subject to "Permitted Liens" as defined in any other applicable Secured Debt Document) 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 with the United States Patent and Trademark Office 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 Trustee pursuant to the Security Agreement. Each of Grantor and the Collateral Trustee hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee 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 shall from time to time modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of Grantor included in the Collateral 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 Trustee'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 Trustee, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Trustee 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 automatically upon the termination of the Security Agreement.

9. ENTIRE AGREEMENT. This Trademark Security Agreement, together with the Security Agreement and other Secured Debt Documents, embodies the entire agreement and understanding between the Grantor and the Collateral Trustee relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Trustee 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 Trustee, 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 NEW YORK 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 SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK SITTING IN NEW YORK COUNTY SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR AND THE COLLATERAL TRUSTEE 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 NEW YORK COUNTY; 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 TRUSTEE 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 ANNEX I OF THE SECURITY 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 MAELS, PROPER POSTAGE PREPAID.

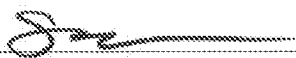
13. DISPUTES. TO THE EXTENT PERMITTED BY LAW, IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, PROCEEDING OR OTHER DISPUTE CONCERNING THIS TRADEMARK SECURITY AGREEMENT (EACH A "CLAIM"), THE PARTIES TO THIS TRADEMARK SECURITY AGREEMENT EXPRESSLY, INTENTIONALLY, AND DELIBERATELY WAIVE ANY RIGHT EACH MAY 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 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.

14. Collateral Trustee Rights. All of the rights, protections, immunities and indemnities granted to the Collateral Trustee in the Collateral Trust Agreement shall apply to this Agreement as if set forth herein.

[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: Shawn Duffy  
Title: Senior Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Trustee

By:   
Name: Hallie E. Field  
Title: Vice President





[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006602 FRAME: 0250



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
ACCELENET 	9	78077718 06-AUG-2001	2972611 19-JUL-2005
ALTASEC	9	76525949 26-JUN-2003	2844580 25-MAY-2004
ALTASEC 	9	78696728 19-AUG-2005	3183112 12-DEC-2006
ARCLIGHT	9	76164091 13-NOV-2000	2641826 29-OCT-2002
Design Only 	9	75541274 24-AUG-1998	2318294 15-FEB-2000
Design Only 	9, 38	87607320 13-SEP-2017	5618681 27-NOV-2018
ENERLINKSII	9	77450090 16-APR-2008	3682029 15-SEP-2009
EXEDE	38	85511704 09-JAN-2012	4194330 21-AUG-2012
EXEDE	9	86245688 08-APR-2014	4767010 07-JUL-2015
LINKSTAR	9	76196222 19-JAN-2001	2753736 19-AUG-2003
LINKWAY	9	75822414 14-OCT-1999	2735771 15-JUL-2003
NNU	38, 42	76051102 18-MAY-2000	2724881 10-JUN-2003
SKYLINX	9	75179874 09-OCT-1996	2179285 04-AUG-1998
SURFBEAM	9	76427629 05-JUL-2002	2706956 15-APR-2003

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
TRACKOS	9	76008519 23-MAR-2000	2728521 24-JUN-2003
TRACKOS 	9	76008518 23-MAR-2000	2728520 24-JUN-2003
VIASAT	42	74176597 17-JUN-1991	1888961 11-APR-1995
VIASAT	9	74718642 21-AUG-1995	1996891 27-AUG-1996
VIASAT 	9, 40, 42	78731209 11-OCT-2005	3201013 23-JAN-2007
VIASAT 	9, 38	87607343 13-SEP-2017	5618683 27-NOV-2018
VIASAT EMAIL	9	75474734 27-APR-1998	2531087 22-JAN-2002
W 	38	78475506 30-AUG-2004	3069378 14-MAR-2006
W WILDBLUE 	38	78509052 01-NOV-2004	3072167 21-MAR-2006
WILDBLUE	38	78347036 31-DEC-2003	3064348 28-FEB-2006
WILDBLUE	9	78542307 05-JAN-2005	3160428 17-OCT-2006
YONDER	38	77764354 19-JUN-2009	3739881 19-JAN-2010
YONDER YONDER	38	85175478 12-NOV-2010	3978158 14-JUN-2011
ADVS	9	74519721 23-MAR-1994	1894958 23-MAY-1995