

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table><tr><th>Name</th><th>Execution Date</th></tr><tr><td>WB Holdings 1 LLC</td><td>08/08/2006</td></tr><tr><td>WildBlue Communications, Inc.</td><td>08/08/2006</td></tr></table>	Name	Execution Date	WB Holdings 1 LLC	08/08/2006	WildBlue Communications, Inc.	08/08/2006							
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RECEIVING PARTY DATA													
<table><tr><td>Name:</td><td>Liberty Media Corporation</td></tr><tr><td>Street Address:</td><td>12300 Liberty Boulevard</td></tr><tr><td>City:</td><td>Englewood</td></tr><tr><td>State/Country:</td><td>COLORADO</td></tr><tr><td>Postal Code:</td><td>80112</td></tr></table>	Name:	Liberty Media Corporation	Street Address:	12300 Liberty Boulevard	City:	Englewood	State/Country:	COLORADO	Postal Code:	80112			
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PROPERTY NUMBERS Total: 5													
<table><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6512485</td></tr><tr><td>Application Number:</td><td>11058000</td></tr><tr><td>Application Number:</td><td>10321109</td></tr><tr><td>Application Number:</td><td>09974664</td></tr><tr><td>Application Number:</td><td>09974665</td></tr></table>	Property Type	Number	Patent Number:	6512485	Application Number:	11058000	Application Number:	10321109	Application Number:	09974664	Application Number:	09974665	
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Application Number:	09974664												
Application Number:	09974665												
CORRESPONDENCE DATA													
Fax Number: (212)259-2539 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Email: david.schalk@bakerbotts.com													
Correspondent Name: David Schalk													
Address Line 1: 30 Rockefeller Plaza													
Address Line 2: 44th Floor													
Address Line 4: New York, NEW YORK 10112-4498													
ATTORNEY DOCKET NUMBER:	019015.0422												

CH \$200.00 6512485

NAME OF SUBMITTER:

David Schalk

Total Attachments: 6

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PATENT SECURITY AGREEMENT SUPPLEMENT

PATENT SECURITY AGREEMENT SUPPLEMENT, dated as of August 8, 2006 (as this agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Patent Security Agreement"), is entered into by and among each of the signatories hereto (referred to herein individually, as "Grantor" and collectively, as "Grantors"), in favor of LIBERTY MEDIA CORPORATION, in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties.

RECITALS

A. The capitalized terms used in this Patent Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain Second Lien Credit Agreement, dated on or about August 15, 2006 (as such agreement may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, and together with the schedules and exhibits thereto, the "Credit Agreement"), by and among WildBlue Communications, Inc., a Delaware corporation ("Borrower"), each lender from time to time party thereto (the "Lenders"), the Administrative Agent and Obsidian, LLC, a Delaware limited liability company, as co-administrative agent, pursuant to which, among other things, the Lenders have agreed to make loans or otherwise to extend credit to Borrower upon the terms and subject to the conditions specified in the Credit Agreement.

C. Pursuant to that certain U.S. Security and Pledge Agreement, dated on or about August 15, 2006, among the Grantors and the Administrative Agent (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), each Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral, including, without limitation, the Patents, the Patent Licenses and related patent rights under the concept of Intellectual Property (collectively, the "Patent Collateral"). The Patent Collateral includes, but is not limited to, the patent applications and registrations set forth on Schedule A attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm each Grantor's grant to the Administrative Agent (for the benefit of the Secured Parties) of a continuing security interest in, and lien on, the Patent Collateral, including, but not limited to the patent applications and registrations set forth on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Each Grantor hereby grants to the Administrative Agent (for the benefit of the Secured Parties), and the Administrative Agent hereby accepts from such Grantor, a continuing security interest in, and mortgage on, the Patent Collateral, including, but not limited to the

patent applications and registrations set forth in Schedule A attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Administrative Agent (for the benefit of the Secured Parties), as set forth more fully in the Security Agreement.

3. The rights and remedies of the Administrative Agent with respect to the security interest in, and Lien on, the Patent Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Administrative Agent which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Patent Security Agreement.

4. In the event of any conflict between the terms and provisions of this Patent Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated on or about August 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Borrower, Liberty Media Corporation, in its capacity as administrative agent and collateral agent (and including its successors from time to time) for the First Lien Obligations (as defined in the Intercreditor Agreement), Liberty Media Corporation, in its capacity as administrative agent and collateral agent (and including its successors from time to time) for the Second Lien Obligations (as defined in the Intercreditor Agreement), Obsidian, LLC, in its capacity as co-administrative agent (and including its successors from time to time) for the Second Lien Obligations, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

6. Subject to paragraphs 2, 3, 4 and 5 hereof, this Patent Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

7. This Patent Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

8. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF

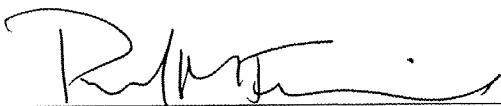
**ANY PATENT COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION
OTHER THAN NEW YORK.**

[Remainder of this page intentionally left blank]

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

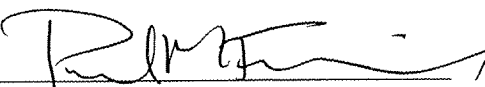
GRANTORS:

WILDBLUE COMMUNICATIONS, INC.

By: 
Name: Paul M. Froelich
Title: Chief Financial Officer and
Senior Vice President

WB HOLDINGS 1 LLC

By: WildBlue Communications, Inc., its Manager

By: 
Name: Paul M. Froelich
Title: Chief Financial Officer and
Senior Vice President

ACCEPTED:

LIBERTY MEDIA CORPORATION,
as Administrative Agent

By: _____
Name:
Title:

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WILDBLUE COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

WB HOLDINGS 1 LLC

By: WildBlue Communications, Inc., its Manager

By: _____
Name: _____
Title: _____

ACCEPTED:

LIBERTY MEDIA CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____
David J.A. Flowers
Senior Vice President &
Treasurer

SCHEDULE A**Patent Collateral**

Grantor	Patent	Date Granted	Patent No. and Jurisdiction
WildBlue Communications, Inc.	Multi-Band Antenna for Bundled Broadband Satellite Internet Access and DBS Television Services	January 28, 2003	U.S. Patent No. 6,512,485

Grantor (Licensor / Licensee)	Patent License (Title/Agreement/ Subject Matter)	Date Granted	Patent No. and Jurisdiction
None			

Grantor	Patent Application	Date Filed	Application No. and Jurisdiction
WildBlue Communications, Inc.	Method and Device for Accurately Pointing a Satellite Earth Station Antenna	Filed February 15, 2005	US patent App No. 11/058,000
WildBlue Communications, Inc.	Multi-Band Antenna for Bundled Broadband Satellite Internet Access and DBS Television Services	Published July 3, 2003	US Pat Appl No. 10/321,109
WildBlue Communications, Inc.	Performance Enhancing Proxy for High Latency Data Links	Published April 10, 2003	US Pat Appl No. 09/974,664
WildBlue Communications, Inc.	System and Method for Managing an Exchange Between a Gateway Server and a Client-Side Module	Published April 10, 2003	US Pat Appl No. 09/974,665

NY01:176739.6

PATENT**RECORDED: 08/09/2006****REEL: 018075 FRAME: 0059**