

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Telesat Canada	10/31/2007
Telesat Network Services, L.L.C.	10/31/2007
Telesat Network Services, Inc.	10/31/2007

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	5757784
Patent Number:	5812545
Patent Number:	5963175
Patent Number:	6038594
Patent Number:	6141682
Patent Number:	6163537
Patent Number:	6307833
Patent Number:	6362772
Patent Number:	6377981
Patent Number:	6427172
Patent Number:	6556828
Patent Number:	6813601
Patent Number:	6820132

PATENT

500395029

REEL: 020092 FRAME: 0560

CH \$760.00 5757784

Application Number:	11002150
Application Number:	10793021
Application Number:	10141367
Application Number:	10294306
Application Number:	10997033
Application Number:	09924036

# CORRESPONDENCE DATA

Fax Number: (415)576-0300

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	026934-000000US
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NAME OF SUBMITTER:	Darin J. Gibby
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## Total Attachments: 7

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1 **U.S. Patent Security Agreement**

2 **U.S. Patent Security Agreement**, dated as of October 31, 2007 by TELESAT  
3 CANADA, TELESAT NETWORK SERVICES, L.L.C. (formerly known as CyberStar, L.L.C.)  
4 and TELESAT NETWORK SERVICES, INC. (formerly known as Loral Skynet Network Ser-  
5 vices, Inc.) (collectively the "Grantors"), in favor of MORGAN STANLEY & CO.  
6 INCORPORATED, in its capacity as collateral agent pursuant to the Credit Agreement (in such  
7 capacity, the "Collateral Agent").

8 **WITNESSETH:**

9 WHEREAS, the Grantors are party to a Security Agreement of even date herewith  
10 (as amended, amended and restated, supplemented or otherwise modified from time to time, the  
11 "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are re-  
12 quired to execute and deliver this U.S. Patent Security Agreement at the request of the Collateral  
13 Agent;

14 NOW, THEREFORE, in consideration of the premises and to induce the Collateral  
15 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors  
16 hereby agree with the Collateral Agent as follows:

17 SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in  
18 the Security Agreement and used herein have the meaning given to them in the Security Agree-  
19 ment.

20 SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor  
21 hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on  
22 and security interest in and to all of its right, title and interest in, to and under all the following  
23 Pledged Collateral of such Grantor:

24 (a) Patents of such Grantor listed on Schedule I<sup>1</sup> attached hereto; and

25 (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

26 SECTION 3. Security Agreement. The security interest granted pursuant to this  
27 U.S. Patent Security Agreement is granted in conjunction with the security interest granted to the  
28 Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and af-  
29 firm that the rights and remedies of the Collateral Agent with respect to the security interest in  
30 the Patents made and granted hereby are more fully set forth in the Security Agreement, the  
31 terms and provisions of which are incorporated by reference herein as if fully set forth herein. In

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1 <sup>1</sup> Should include same Patents listed on Schedule 4 of the Security Agreement.

the event that any provision of this U.S. Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this U.S. Patent Security Agreement.

SECTION 5. Counterparts. This U.S. Patent 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 U.S. Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Agreed Security Principles. The rights and obligations of the Collateral Agent and the Grantors under this Agreement are subject to the Agreed Security Principles.

SECTION 7. Governing Law. This U.S. Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[signature page follows]

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

TELESAT CANADA\*

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

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

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

[U.S. Patent Security Agreement]

TELESAT NETWORK SERVICES, L.L.C.\*  
(formerly known as CyberStar, L.L.C.)  
TELESAT NETWORK SERVICES, INC.\*  
(formerly known as Loral Skynet Network  
Services, Inc.)

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

Name:

Title: Authorized Signatory for each of the  
foregoing

\* The signature of this subsidiary will be effective upon the completion of the transactions described in the Steps  
Memorandum.

[U.S. Patent Security Agreement]

Accepted and Agreed:

MORGAN STANLEY & CO. INCORPORATED,  
as Collateral Agent

By: Andrew W. Earl

Name:

Title:

ANDREW EARL  
MD

[U.S. Patent Security Agreement]

**SCHEDULE I**  
**to**  
**U.S. PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	5757784	Usage-based billing system for full mesh multimedia satellite network
Telesat Canada (to be transferred by Loral Skynet Corporation)	5812545	Full mesh satellite-based multimedia networking system
Telesat Network Services, L.L.C. (formerly known as CyberStar, L.L.C.)	5963175	One dimensional interleaved multi-beam antenna
Telesat Network Services, Inc. (formerly known as Loral Network Services, Inc.)	6038594	Internet communication system and method with asymmetric terrestrial and satellite links
Telesat Network Services, L.L.C. (formerly known as CyberStar, L.L.C.)	6141682	Method and apparatus for integrating interactive local internet access and downstream data transfer over a cable
Telesat Network Services, L.L.C. (formerly known as CyberStar, L.L.C.)	6163537	Integration of telephone return link using fiber and cable media
Telesat Network Services, Inc. (formerly known as Loral Network Services, Inc.)	6307833	Rain fade migration in a data transmission system
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	6362772	Transponder Plot System and Method
Telesat Network Services, L.L.C. (formerly known as CyberStar, L.L.C.)	6377981	Modular digital data communication cyberstation and cyberserver



Telesat Network Services, L.L.C. (formerly known as CyberStar, L.L.C.)	6427172	Method and apparatus for internet cache content delivery via a data distribution system
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	6556828	Network Architecture for LEO/GEO satellite-based communications systems
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	6813601	Highly compressed voice and data transmission system and method for mobile communications
Telesat Network Services, Inc. (formerly known as Loral Network Services, Inc.)	6820132	Internet communication system and method with asymmetric terrestrial and satellite links

**Patent Applications:**

Telesat Canada (Currently owned by BCE Inc. - to be transferred to Telesat Canada at closing)	11/002,150	Method, System and Apparatus for Remote Initiation of Communications
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	10/793021	Scalable Multi-Satellite Spot Beam Architecture
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	10/141367	Carrier Monitor System and Method
Telesat Canada (to be transferred by Loral Skynet Corporation at closing)	10/294306	Graphical User Interface for a Remote Spectrum Analyzer
Telesat Network Services, Inc. (formerly known as Loral Network Services, Inc.)	10/977033	Distributed LAN bridging system and process
Telesat Network Services, Inc. (formerly known as Loral Network Services, Inc.)	09/924036	Streaming media publishing system and method