

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

assignment of Credit Agreement

CONVEYING PARTY DATA

Name	Execution Date
Wachovia Investment Holdings, LLC	12/17/2007

RECEIVING PARTY DATA

Name:	Thermo Funding Company LLC
Street Address:	1735 Nineteenth Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80202

PROPERTY NUMBERS Total: 85

Property Type	Number
Application Number:	09841862
Application Number:	09846995
Application Number:	09680227
Application Number:	09751765
Application Number:	10463524
Application Number:	10353618
Patent Number:	6985454
Application Number:	11325177
Application Number:	11325176
Patent Number:	5233626
Patent Number:	5283587
Patent Number:	5303286
Patent Number:	5448623
Patent Number:	5504493
Patent Number:	5513383

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Patent Number:	5526404
Patent Number:	5539415
Patent Number:	5552798
Patent Number:	5581268
Patent Number:	5586165
Patent Number:	5592481
Patent Number:	5594324
Patent Number:	5594780
Patent Number:	5619525
Patent Number:	5634190
Patent Number:	5640386
Patent Number:	5655005
Patent Number:	5664006
Patent Number:	5697050
Patent Number:	5715297
Patent Number:	5758261
Patent Number:	5787336
Patent Number:	5791598
Patent Number:	5796760
Patent Number:	5802445
Patent Number:	5812538
Patent Number:	5812932
Patent Number:	5826170
Patent Number:	5859874
Patent Number:	5867109
Patent Number:	5875180
Patent Number:	5884142
Patent Number:	5896558
Patent Number:	5903837
Patent Number:	5912641
Patent Number:	5915217
Patent Number:	5918157
Patent Number:	5956619
Patent Number:	5999623
Patent Number:	6021309

Patent Number:	6023606
Patent Number:	6067442
Patent Number:	6072768
Patent Number:	6081710
Patent Number:	6085067
Patent Number:	6091933
Patent Number:	6097752
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Patent Number:	6587687
Patent Number:	6594469
Patent Number:	6628921
Patent Number:	6654357
Patent Number:	6661996
Patent Number:	6735439
Patent Number:	6735440
Patent Number:	6775251
Patent Number:	6775519
Patent Number:	6804514

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CORRESPONDENCE DATA

Fax Number: (513)381-0205

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

Phone: 513-357-9406

Email: shelton@taftlaw.com

Correspondent Name: Sharon Shelton

Address Line 1: 425 Walnut Street

Address Line 2: Suite 1800

Address Line 4: Cincinnati, OHIO 45202-3957

ATTORNEY DOCKET NUMBER:

THE06-GN031(PN)

NAME OF SUBMITTER:

Sharon A. Shelton

Total Attachments: 37

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MASTER ASSIGNMENT AND ASSUMPTION

THIS MASTER ASSIGNMENT AND ASSUMPTION (the "Assignment and Assumption") is dated as of the Effective Date set forth below by and among WACHOVIA INVESTMENT HOLDINGS, LLC in its capacity as Administrative Agent under the Credit Agreement referred to below and the Loan Documents (as defined in the Credit Agreement) (the "Agency Assignor"); JPMORGAN CHASE BANK, NATIONAL ASSOCIATION; JEFFERIES FINANCE CP FUNDING LLC; JEFFERIES FINANCE LLC, BEAR STEARNS CREDIT PRODUCTS INC. and WACHOVIA INVESTMENT HOLDINGS, LLC, each in its capacity as a Lender under the Credit Agreement referred to below (collectively, the "Lender Assignors" and each a "Lender Assignor" and collectively with the Agency Assignor, the "Assignors" and each an "Assignor"), THERMO FUNDING COMPANY LLC ("Thermo" or the "Assignee"), GLOBALSTAR, INC. (the "Borrower"), in its capacity as Borrower under the Credit Agreement referred to below and the Loan Documents and certain Subsidiaries of the Borrower identified on the signature pages hereto. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

1. For an agreed consideration, subject to and in accordance with the Agreement dated as of November 7, 2007 among certain of the parties hereto, the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below:

- (i) each Lender Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Lender Assignors, all of such Lender Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto (including, without all limitation, all Loan Documents (including, without limitation, each Note and Guaranty Agreement and all Security Documents), all legal opinions, title policies, UCC Financing Statements and similar filings) to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of such Lender Assignor under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities); provided that notwithstanding the foregoing to the contrary, such sale and assignment shall not include (a) any of such Lender Assignor's contingent indemnification rights under the Credit Agreement or other Loan Documents relating to the period prior to and ending on the Effective Date or relating to this Assignment and Assumption or (b) any of such Lender Assignor's rights and obligations under this Assignment and Assumption (the rights and obligations sold and assigned pursuant to this clause (i) being referred to herein collectively as, the "Lender Assigned Interest").

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- (ii) the Agency Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Agency Assignor, all of the Agency Assignor's rights and obligations in its capacity as the Administrative Agent under the Credit Agreement and any other documents or instruments delivered pursuant thereto (including, without all limitation, all Loan Documents (including, without limitation, each Note and Guaranty Agreement and all Security Documents), all legal opinions, title policies, UCC Financing Statements and similar filings); provided that notwithstanding the foregoing to the contrary, such sale and assignment shall not include (a) any of the Agency Assignor's contingent indemnification rights under the Credit Agreement or other Loan Documents relating to the period prior to and ending on the Effective Date or relating to this Assignment and Assumption or (b) any of the Agency Assignor's rights and obligations under this Assignment and Assumption (the rights and obligations sold and assigned pursuant to this clause (ii) being referred to herein collectively as, the "Agency Assigned Interest" and collectively with all of the Lender Assigned Interest, the "Assigned Interest").

2. Each such sale and assignment is without recourse to any Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by any Assignor.

3. Notwithstanding (i) the definition of Eligible Assignee in the Credit Agreement which states that the term "Eligible Assignees" shall not include any of the Borrower's Affiliates or (ii) Section 13.6 of the Credit Agreement or (iii) any other applicable terms and conditions of the Credit Agreement or any other Loan Document, each of the parties hereto hereby acknowledges, agrees and consents to the sale, assignment and assumption of (a) the Lender Assigned Interest pursuant to Section 1(i) of this Assignment and Assumption and (b) the Agency Assigned Interest pursuant to Section 1(ii) of this Assignment and Assumption.

4. (i) Lender Assignors: Wachovia Investment Holdings, LLC (in its capacity as a Lender)
JPMorgan Chase Bank, National Association
Jefferies Finance CP Funding LLC
Jefferies Finance LLC
Bear Stearns Credit Products Inc.
- (ii) Agency Assignor: Wachovia Investment Holdings, LLC (in its capacity as the Administrative Agent)
5. Assignee: Thermo Funding Company LLC
6. Borrower: Globalstar, Inc.
7. Subsidiary Guarantors: As identified on the signature pages hereto.

8. Administrative Agent: Wachovia Investment Holdings, LLC, as the administrative agent under the Credit Agreement
9. Credit Agreement: The Amended and Restated Credit Agreement dated as of August 16, 2006 (as amended by the Amendment to Amended and Restated Credit Agreement dated as of September 29, 2006, the Second Amendment to Amended and Restated Credit Agreement dated as of October 26, 2006, the Third Amendment and Consent dated as of December 21, 2006, the Agreement dated as of November 7, 2007, and as amended hereby the "Credit Agreement") among the Borrower as Borrower, the Lenders who are or may become parties thereto, as Lenders, and Wachovia Investment Holdings, LLC, as Administrative Agent
10. Lender Assigned Interests: *See Schedules attached hereto*
11. Effectiveness: Upon receipt by the Administrative Agent of (i) fully and duly executed and delivered copies of this Assignment and Assumption, (ii) satisfactory evidence that the Hedging Agreement (as defined in the Credit Agreement) between the Borrower and Wachovia Bank, National Association ("Wachovia") shall have been (a) terminated (and all Net Hedging Obligations (as defined in the Credit Agreement) as a result of such termination paid in full) and/or (b) cash collateralized in a manner acceptable to Wachovia in its sole discretion, (iii) payment of all accrued and unpaid commitment fees referenced in Section 5.3(a) and Section 5.3(b) of the Credit Agreement for the period from (and including) September 29, 2007 to (but not including) the Effective Date and (iv) payment of all reasonable out-of-pocket fees and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Assignment and Assumption, including, without limitation, the reasonable fees and disbursements of counsel for the Administrative Agent, this Assignment and Assumption shall be effective as of December 17, 2007 (the "Effective Date")
12. Collateral: Promptly following the Effective Date (i) the Agency Assignor agrees to deliver to the Assignee such items of physical collateral (including, without limitation, instruments and security certificates) identified on Exhibit A hereto and which have been pledged in favor of Agency Assignor for the ratable benefit of itself and the other Secured Parties to secure the Obligations and which are held by Agency Assignor under and pursuant to the terms of the Security Documents (collectively, the "Physical Collateral") and (ii) to the extent necessary to give effect to the

transactions contemplated by this Assignment and Assumption, the Agency Assignor, on behalf of itself and the other Secured Parties, agrees to execute and deliver such UCC-3 assignments (and authorizes the Assignee and/or the Assignee's counsel to prepare and file such UCC-3 assignments and similar filings) and other agreements, assignments and instruments reasonably requested by the Assignee and prepared by counsel to the Assignee or the Borrower, at the Borrower's sole cost and expense. The Agency Assignor shall have no responsibility for any item of transferred Physical Collateral after such item has been shipped from the Agency Assignor's location.

13. Further Assurances: From and after the Effective Date, at the Borrower's sole cost and expense, Assignors, the Borrower, the Subsidiary Guarantors, and Assignee agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all documents and instruments reasonably requested by the Assignee and prepared by counsel to the Assignee or the Borrower as may be reasonably necessary in order to carry out the transactions provided for by this Assignment and Assumption, whether or not the same are specifically set forth herein. Without in any way limiting the foregoing, from and after the Effective Date, at the Borrower's sole cost and expense, Assignors shall, without further consideration (except for expense payment and reimbursement obligations specifically set forth in this Section 13 of this Assignment and Assumption), execute and deliver to Assignee such other instruments of transfer and assignment reasonably requested by the Assignee and prepared by counsel to the Assignee or the Borrower, for the purpose of more effectively vesting in Assignee each Assignor's title to the Loans, the Loan Documents and the Collateral.
14. Non-Compliance: Any non-compliance or failure to perform any of the foregoing in Section 12 and Section 13 of this Assignment and Assumption shall in no event invalidate or otherwise limit the effectiveness of this Assignment and Assumption.

[Signature Pages Follow]

The terms set forth in this Assignment and Assumption are hereby agreed to:

LENDER ASSIGNORS

See Schedules attached hereto

ASSIGNEE

THERMO FUNDING COMPANY LLC

By: 


Title:

manager

[Signature Pages Continue]

Acknowledged, Agreed and Consented:

WACHOVIA INVESTMENT HOLDINGS, LLC
as Administrative Agent, Swingline Lender, Issuing Lender and Agency Assignor

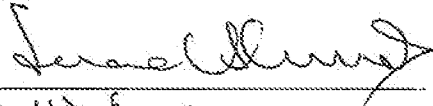
By: 
Title: MANAGING DIRECTOR

[Signature Pages Continue]

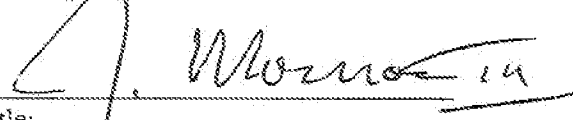
[Assignment and Assumption - Globalstar]

Acknowledged, Agreed and Consented to:

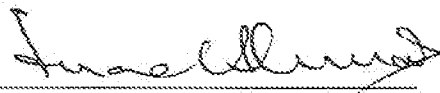
GLOBALSTAR, INC., as Borrower

By 
Title: VP & CFO

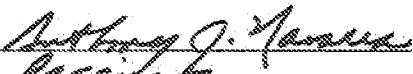
GLOBALSTAR LEASING LLC, as
Subsidiary Guarantor

By 
Title:

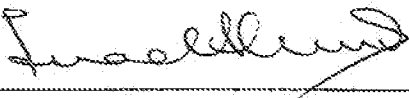
GLOBALSTAR C, LLC, as Subsidiary Guarantor

By 
Title: Treasurer

GLOBALSTAR SECURITY SERVICES, LLC,
as Subsidiary Guarantor


By 
Title: President

GSSI, LLC, as Subsidiary Guarantor

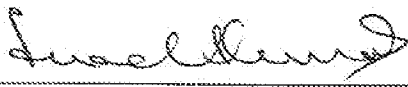
By 
Title: Treasurer

[Signature Pages Continue]

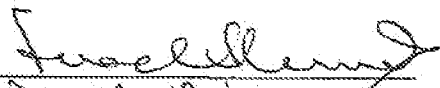
ATSS CANADA, INC., as Subsidiary Guarantor

By 
Title: Treasurer


GLOBALSTAR USA, LLC, as Subsidiary Guarantor

By 
Title: Treasurer

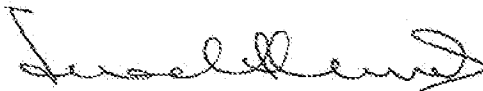
SPOT INC., as Subsidiary Guarantor

By 
Title: President & Treasurer

GLOBALSTAR LICENSEE LLC, as Subsidiary
Guarantor

By 
Title: Treasurer

GUSA LICENSEE LLC, as Subsidiary Guarantor

By 
Title: Treasurer

[Assignment and Assumption - Globalstar]

SCHEDULES 1.1 THROUGH 1.4 REDACTED.

ANNEX 1
to Assignment and Assumption

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignors. Each Assignor (a) represents and warrants to the Assignee and the Borrower that (i) it is the legal and beneficial owner of the applicable Assigned Interest, (ii) the applicable Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility and makes no representation with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document. Agency Assignor further represents and warrants to Assignee that all material Loan Documents, including all amendments and modifications thereto, are identified on Exhibit B hereto.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) after giving effect to the provisions of Section 3 of this Assignment and Assumption, it meets all the requirements to be an assignee under Section 14.10(b)(iii), (v) and (vi) of the Credit Agreement, (iii) after giving effect to the provisions of Section 3 of the Assignment and Assumption, it meets all the requirements to be an assignee under Section 13.6 of the Credit Agreement, (iv) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Lender Assigned Interest, shall have the obligations of a Lender thereunder, (v) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as the Administrative Agent thereunder and, to the extent of the Agency Assigned Interest, shall have the obligations of the Administrative Agent thereunder, (vi) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interests and either it, or the person exercising discretion in making its decision to acquire the Assigned Interests, is experienced in acquiring assets of such type, (vii) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 8.1 of the Credit Agreement, as applicable, and such other documents and information as it deems appropriate to make its own individual credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interests, (viii) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed

appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interests, and (ix) it is not a Foreign Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any Assignor or any Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender or the Administrative Agent, as applicable.

1.3. Reaffirmation of Loan Documents. The Borrower confirms that each of the Loan Documents shall continue to be in full force and effect and are hereby in all respects ratified and reaffirmed as if fully restated as of the date hereof; provided that, from and after the Effective Date: (a) all references to "Administrative Agent" shall hereafter be deemed to be references to Assignee in its capacity as Administrative Agent under the Credit Agreement, and (b) all references to "Lenders" shall hereafter be deemed to be references to Assignee.

1.4 Reaffirmation of Guaranty Agreement, Collateral Agreement and Security Documents. Each of the Subsidiary Guarantors (a) agrees that the transactions contemplated by the Assignment and Assumption shall not limit or diminish the obligations of such Subsidiary Guarantor under, or release such Subsidiary Guarantor from any obligations under, the Guaranty Agreement, the Collateral Agreement and each other Security Document to which such Subsidiary Guarantor is a party, (b) confirms and reaffirms its obligations under the Guaranty Agreement, the Collateral Agreement and each other Security Document to which such Subsidiary Guarantor is a party, (c) agrees that the Guaranty Agreement, the Collateral Agreement and each other Security Document to which such Subsidiary Guarantor is a party remains in full force and effect and is hereby ratified and confirmed, and agrees, acknowledges and confirms the reaffirmation of the Loan Documents set forth in Section 1.3.

2. Release.

(a) In consideration of the agreements of the Assignors contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Thermo, on behalf of itself and its successors, assigns, and other legal representatives, and the Borrower, on behalf of itself and its successors, assigns, and other legal representatives, and each Subsidiary Guarantor, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably release, remise and forever discharge each Assignor, and its respective successors and assigns (other than the Assignee), and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the Assignors and all such other Persons being hereinafter referred to collectively as the "Released Parties" and individually as a "Released Party"), of and from all demands, actions, causes of action, suits, controversies, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Thermo or any of its respective successors, assigns, or other legal representatives, or the Borrower or any of its respective successors, assigns, or other legal representatives, or any

Subsidiary Guarantor, or any of its respective successors, assigns, or other legal representatives, may now or hereafter own, hold, have or claim to have against any Released Party or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arose or has arisen at any time on or prior to the day and date of this Assignment and Assumption, for or on account of, or in relation to, or in any way in connection with any of the Credit Agreement, the other Loan Documents or this Assignment and Assumption or any of the transactions thereunder or hereunder (excluding any Claims arising from a material breach of any representation and warranty set forth in Section 1.1 of this Annex 1 or of the obligations of the Assignors under Section 12 or Section 13 of this Assignment and Assumption).

(b) Thermo, the Borrower and the Subsidiary Guarantors understand, acknowledge and agree that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Thermo, the Borrower and the Subsidiary Guarantors agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

3. Covenant Not to Sue. Thermo, on behalf of itself and its successors, assigns, and other legal representatives, and the Borrower, on behalf of itself and its successors, assigns, and other legal representatives, and each Subsidiary Guarantor, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenant and agree with and in favor of each Released Party that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of any Claim released, remised and discharged by Thermo, the Borrower and the Subsidiary Guarantors pursuant to Section 2 of this Annex 1 to the Master Assignment and Assumption. If Thermo or any of its respective successors, assigns or other legal representatives or, the Borrower or any of its respective successors, assigns or other legal representatives, or any Subsidiary Guarantor, or its respective successors, assigns, and other legal representatives violates the foregoing covenant, each of Thermo, for itself and its respective successors, assigns and legal representatives, the Borrower, for itself and its respective successors, assigns and legal representatives, and each Subsidiary Guarantors, for itself and its respective successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Released Party may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by any Released Party as a result of such violation.

4. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interests (including payments of principal, interest, fees and other amounts) to each Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

5. Amendment. This Assignment and Assumption may not be amended without the written consent of each Assignor, the Assignee, the Subsidiary Guarantors and the Borrower.

6. Fees and Expenses. The Borrower shall pay all reasonable out-of-pocket fees and expenses of the Administrative Agent and the Assignee in connection with the preparation, execution and delivery of this Assignment and Assumption, including, without limitation, the reasonable fees and disbursements of counsel for the Administrative Agent and the Assignee.

7. Governing Law; etc.

(a) Governing Law. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

(b) Submission to Jurisdiction. The Borrower, each Subsidiary Guarantor and Thermo irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts 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 and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Assignment and Assumption or arising out of or relating to any Claim, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Assignment and Assumption shall affect any right that the Administrative Agent, any Lender or the Issuing Lender may otherwise have to bring any action or proceeding relating to this Assignment and Assumption or any other Loan Document or arising out of or relating to any Claim against the Borrower, any Subsidiary Guarantor or Thermo, or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. The Borrower, each Subsidiary Guarantor and Thermo irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Assignment and Assumption or arising out of or relating to any Claim in any court referred to in paragraph (b) of this Section 7 of this Annex 1 to this Assignment and Assumption. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. The Borrower and each Subsidiary Guarantor irrevocably consents to service of process in the manner provided for notices in Section 14.1 of the Credit Agreement as in effect on the date hereof. Thermo irrevocably consents to service of process in the manner provided for notices in Section 8.2 of the Irrevocable Standby Stock Purchase Agreement as in effect on the Amended and Restated Closing Date. Nothing in this Assignment and Assumption will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

8. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND ASSUMPTION OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) OR ANY CLAIM (AS DEFINED IN SECTION 2(a) OF THIS ANNEX 1 TO THE MASTER ASSIGNMENT AND ASSUMPTION). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND ASSUMPTION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9. Counterparts. This Assignment and Assumption may be executed in separate counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

10. Facsimile Transmission. A facsimile, telecopy or other reproduction of this Assignment and Assumption may be executed by one or more parties hereto, and an executed copy of this Assignment and Assumption may be delivered by one or more parties hereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Assignment and Assumption as well as any facsimile, telecopy or other reproduction hereof.

EXHIBIT A REDACTED.

EXHIBIT B

(Loan Documents)¹

1. Amended and Restated Credit Agreement dated as of August 16, 2006, by and among Globalstar, Inc., as Borrower, the Lenders referred to therein, and Wachovia Investment Holdings, LLC as Administrative Agent and Swingline Lender, Wachovia Bank, National Association as Issuing Lender and Wachovia Capital Markets, LLC as Sole Lead Arranger and Book Manager.
2. Reaffirmation and Joinder Agreement dated as of August 16, 2006 by and among Globalstar, Inc. and certain of its Subsidiaries, in favor of Wachovia Investment Holdings, LLC, as Administrative Agent.
3. Collateral Agreement dated as of April 24, 2006, by and among Globalstar, Inc. and certain of its Subsidiaries, as Grantors, in favor of Wachovia Investment Holdings, LLC, as Administrative Agent.
4. Guarantee Agreement dated as of April 24, 2006, by and among certain Subsidiaries of Globalstar, Inc., as Subsidiary Guarantors, in favor of Wachovia Investment Holdings, LLC, as Administrative Agent.
5. Subordination Agreement dated as of April 24, 2006 by and among Globalstar, Inc., certain its Subsidiaries (including, the Subsidiary Guarantors) and Wachovia Investment Holdings, LLC, as Administrative Agent.
6. Patent Security Agreement dated as of April 21, 2006 by and between Globalstar, Inc., as Grantor and Wachovia Investment Holdings, LLC, as Administrative Agent.
7. Trademark Security Agreement dated as of April 21, 2006 by and between Globalstar, Inc., as Grantor and Wachovia Investment Holdings, LLC, as Administrative Agent.
8. Deposit Account Control Agreement dated as of April 27, 2006, by and among Wachovia Bank, National Association, as Depository Bank, Globalstar, Inc., as Bank's Depositor Customer, and Wachovia Investment Holdings, LLC, as Administrative Agent.
9. Special Deposit Account Control Agreement dated as of May 3, 2006, by and among Union Bank of California, N.A., Wachovia Investment Holdings, LLC, as Secured Party, and Globalstar Inc., Globalstar USA, LLC, Globalstar C, LLC and Globalstar Leasing, LLC.

¹ Each reference to any Loan Document identified below shall be deemed to include all exhibits and schedules attached thereto, as applicable.

REMAINDER OF EXHIBIT B REDACTED.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 24, 2006

PTAS

500129435AKARL S. SAWYER, JR.
214 NORTH TRYON STREET
HEARST TOWER, 47TH FLOOR
CHARLOTTE, NC 28202***500129435A***UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/24/2006

REEL/FRAME: 017982/0148
NUMBER OF PAGES: 14BRIEF: PATENT SECURITY AGREEMENT
DOCKET NUMBER: 13567.132ASSIGNOR:
GLOBALSTAR, INC.

DOC DATE: 04/21/2006

ASSIGNEE:
WACHOVIA INVESTMENT HOLDINGS, LLC
201 SOUTH COLLEGE STREET
9TH FLOOR
CHARLOTTE, NORTH CAROLINA
28288-
0680

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SERIAL NUMBER: 09841862 FILING DATE: 04/25/2001
PATENT NUMBER: ISSUE DATE:
TITLE: USER TERMINAL EMPLOYING QUALITY OF SERVICE PATH DETERMINATION AND
BANDWIDTH SAVING MODE FOR A SATELLITE ISP SYSTEM USING NON-
GEOSYNCHRONOUS ORBIT SATELLITES

SERIAL NUMBER: 09846995 FILING DATE: 05/01/2001
PATENT NUMBER: ISSUE DATE:
TITLE: LOW PERFORMANCE WARNING SYSTEM AND METHOD FOR MOBILE SATELLITE
SERVICE USER TERMINALS

SERIAL NUMBER: 09680227 FILING DATE: 10/06/2000
PATENT NUMBER: ISSUE DATE:
TITLE: SPREAD SPECTRUM CODE DIVISION DESTINATION ACCESS (SS-CDDA) FOR
SATELLITE COMMUNICATION SYSTEM WITH DISTRIBUTED GATEWAYS

SERIAL NUMBER: 09751765 FILING DATE: 12/29/2000
PATENT NUMBER: ISSUE DATE:
TITLE: METHOD AND APPARATUS PROVIDING SUPPRESSION OF SYSTEM ACCESS BY USE
OF CONFIDENCE POLYGONS, VOLUMES AND SURFACES IN A MOBILE SATELLITE
SYSTEM

SERIAL NUMBER: 10463524 FILING DATE: 06/18/2003
PATENT NUMBER: ISSUE DATE:
TITLE: RESOURCE ALLOCATION TO TERRESTRIAL AND SATELLITE SERVICES

SERIAL NUMBER: 10353618 FILING DATE: 01/29/2003
PATENT NUMBER: ISSUE DATE:
TITLE: METHOD AND SYSTEM FOR ROUTING TELEMETRY IN A SIMPLEX MODE

SERIAL NUMBER: 11325177 FILING DATE: 01/04/2006
PATENT NUMBER: ISSUE DATE:
TITLE: SATELLITE COMMUNICATION SYSTEM FOR COMMUNICATING PACKET DATA
MESSAGES

SERIAL NUMBER: 11325176 FILING DATE: 01/04/2006
PATENT NUMBER: ISSUE DATE:
TITLE: SATELLITE COMMUNICATION SYSTEM EMPLOYING A COMBINATION OF TIME
SLOTS AND ORTHOGONAL CODES

SERIAL NUMBER: 09334386 FILING DATE: 06/16/1999
PATENT NUMBER: 6985454 ISSUE DATE: 01/10/2006
TITLE: ISP SYSTEM USING NON-GEOSYNCHRONOUS ORBIT SATELLITES

SERIAL NUMBER: 07881134 FILING DATE: 05/11/1992
PATENT NUMBER: 5233626 ISSUE DATE: 08/03/1993
TITLE: REPEATER DIVERSITY SPREAD SPECTRUM COMMUNICATION SYSTEM

SERIAL NUMBER: 07983123 FILING DATE: 11/30/1992
PATENT NUMBER: 5283587 ISSUE DATE: 02/01/1994
TITLE: ACTIVE TRANSMIT PHASED ARRAY ANTENNA

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SERIAL NUMBER: 07678931 FILING DATE: 03/29/1991
PATENT NUMBER: 5303286 ISSUE DATE: 04/12/1994
TITLE: WIRELESS TELEPHONE/SATELLITE ROAMING SYSTEM

SERIAL NUMBER: 08407799 FILING DATE: 03/20/1995
PATENT NUMBER: 5448623 ISSUE DATE: 09/05/1995
TITLE: SATELLITE TELECOMMUNICATIONS SYSTEM USING NETWORK COORDINATING
GATEWAYS OPERATIVE WITH A TERRESTRIAL COMMUNICATION SYSTEM

SERIAL NUMBER: 08437931 FILING DATE: 05/09/1995
PATENT NUMBER: 5504493 ISSUE DATE: 04/02/1996
TITLE: ACTIVE TRANSMIT PHASED ARRAY ANTENNA WITH AMPLITUDE TAPER

SERIAL NUMBER: 08412741 FILING DATE: 03/29/1995
PATENT NUMBER: 5513383 ISSUE DATE: 04/30/1996
TITLE: MOBILE COMMUNICATION TERMINAL HAVING EXTENDABLE ANTENNA

SERIAL NUMBER: 08278190 FILING DATE: 07/21/1994
PATENT NUMBER: 5526404 ISSUE DATE: 06/11/1996
TITLE: WORLDWIDE SATELLITE TELEPHONE SYSTEM AND A NETWORK COORDINATING
GATEWAY FOR ALLOCATING SATELLITE AND TERRESTRIAL GATEWAY RESOURCES

SERIAL NUMBER: 08306820 FILING DATE: 09/15/1994
PATENT NUMBER: 5539415 ISSUE DATE: 07/23/1996
TITLE: ANTENNA FEED AND BEAMFORMING NETWORK

SERIAL NUMBER: 08294633 FILING DATE: 08/23/1994
PATENT NUMBER: 5552798 ISSUE DATE: 09/03/1996
TITLE: ANTENNA FOR MULTIPATH SATELLITE COMMUNICATION LINKS

SERIAL NUMBER: 08509754 FILING DATE: 08/03/1995
PATENT NUMBER: 5581268 ISSUE DATE: 12/03/1996
TITLE: METHOD AND APPARATUS FOR INCREASING ANTENNA EFFICIENCY FOR HAND-
HELD MOBILE SATELLITE COMMUNICATIONS TERMINAL

SERIAL NUMBER: 08278273 FILING DATE: 07/21/1994
PATENT NUMBER: 5586165 ISSUE DATE: 12/17/1996
TITLE: SATELLITE AND TERRESTRIAL TELEPHONE

SERIAL NUMBER: 08465972 FILING DATE: 06/06/1995
PATENT NUMBER: 5592481 ISSUE DATE: 01/07/1997
TITLE: MULTIPLE SATELLITE REPEATER CAPACITY LOADING WITH MULTIPLE SPREAD
SPECTRUM GATEWAY ANTENNAS

SERIAL NUMBER: 08414527 FILING DATE: 03/31/1995
PATENT NUMBER: 5594324 ISSUE DATE: 01/14/1997
TITLE: STABILIZED POWER CONVERTER HAVING QUANTIZED DUTY CYCLE

SERIAL NUMBER: 08459105 FILING DATE: 06/02/1995
PATENT NUMBER: 5594780 ISSUE DATE: 01/14/1997
TITLE: A SATELLITE COMMUNICATION SYSTEM THAT IS COUPLED TO A TERRESTRIAL
COMMUNICATION NETWORK AND METHOD

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SERIAL NUMBER: 08467209 FILING DATE: 06/06/1995
PATENT NUMBER: 5619525 ISSUE DATE: 04/08/1997
TITLE: CLOSED LOOP POWER CONTROL FOR LOW EARTH ORBIT SATELLITE
COMMUNICATIONS SYSTEM

SERIAL NUMBER: 08465938 FILING DATE: 06/06/1995
PATENT NUMBER: 5634190 ISSUE DATE: 05/27/1997
TITLE: LOW EARTH ORBIT COMMUNICATION SATELLITE GATEWAY-TO-GATEWAY RELAY
SYSTEM

SERIAL NUMBER: 08468531 FILING DATE: 06/06/1995
PATENT NUMBER: 5640386 ISSUE DATE: 06/17/1997
TITLE: TWO-SYSTEM PROTOCOL CONVERSION TRANSCEIVER REPEATER

SERIAL NUMBER: 08685640 FILING DATE: 07/24/1996
PATENT NUMBER: 5655005 ISSUE DATE: 08/05/1997
TITLE: WORLDWIDE TELECOMMUNICATIONS SYSTEM USING SATELLITES

SERIAL NUMBER: 08474443 FILING DATE: 06/07/1995
PATENT NUMBER: 5664006 ISSUE DATE: 09/02/1997
TITLE: METHOD FOR ACCOUNTING FOR USER TERMINAL CONNECTION TO A SATELLITE
COMMUNICATIONS SYSTEM

SERIAL NUMBER: 08764307 FILING DATE: 12/12/1996
PATENT NUMBER: 5697050 ISSUE DATE: 12/09/1997
TITLE: SATELLITE BEAM STEERING REFERENCE USING TERRESTRIAL BEAM STEERING
TERMINALS

SERIAL NUMBER: 08528797 FILING DATE: 09/15/1995
PATENT NUMBER: 5715297 ISSUE DATE: 02/03/1998
TITLE: WIRELESS TELEPHONE/SATELLITE ROAMING SYSTEM

SERIAL NUMBER: 08810189 FILING DATE: 03/03/1997
PATENT NUMBER: 5758261 ISSUE DATE: 05/26/1998
TITLE: LOW EARTH ORBIT COMMUNICATION SATELLITE GATEWAY-TO-GATEWAY RELAY
SYSTEM

SERIAL NUMBER: 08336387 FILING DATE: 11/08/1994
PATENT NUMBER: 5787336 ISSUE DATE: 07/28/1998
TITLE: SATELLITE COMMUNICATION POWER MANAGEMENT SYSTEM

SERIAL NUMBER: 08585954 FILING DATE: 01/12/1996
PATENT NUMBER: 5791598 ISSUE DATE: 08/11/1998

SERIAL NUMBER: 08903166 FILING DATE: 07/30/1997
PATENT NUMBER: 5796760 ISSUE DATE: 08/18/1998
TITLE: MULTIPATH COMMUNICATION SYSTEM OPTIMIZER

SERIAL NUMBER: 08502151 FILING DATE: 07/13/1995
PATENT NUMBER: 5802445 ISSUE DATE: 09/01/1998
TITLE: METHODS AND APPARATUS FOR PROVIDING USER RF EXPOSURE MONITORING AND CONTROL IN A SATELLITE COMMUNICATIONS SYSTEM

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SERIAL NUMBER: 08778882 FILING DATE: 01/03/1997
PATENT NUMBER: 5812538 ISSUE DATE: 09/22/1998
TITLE: MULTIPLE SATELLITE REPEATER CAPACITY LOADING WITH MULTIPLE SPREAD SPECTRUM GATEWAY ANTENNAS

SERIAL NUMBER: 08559081 FILING DATE: 11/17/1995
PATENT NUMBER: 5812932 ISSUE DATE: 09/22/1998
TITLE: MOBILE SATELLITE USER INFORMATION REQUEST SYSTEM AND METHODS

SERIAL NUMBER: 08796725 FILING DATE: 03/03/1997
PATENT NUMBER: 5826170 ISSUE DATE: 10/20/1998
TITLE: SATELLITE COMMUNICATION POWER MANAGEMENT SYSTEM

SERIAL NUMBER: 08239750 FILING DATE: 05/09/1994
PATENT NUMBER: 5859874 ISSUE DATE: 01/12/1999
TITLE: MULTIPATH COMMUNICATION SYSTEM OPTIMIZER

SERIAL NUMBER: 08843967 FILING DATE: 04/17/1997
PATENT NUMBER: 5867109 ISSUE DATE: 02/02/1999
TITLE: SATELLITE REPEATER DIVERSITY RESOURCE MANAGEMENT SYSTEM

SERIAL NUMBER: 08796226 FILING DATE: 02/06/1997
PATENT NUMBER: 5875180 ISSUE DATE: 02/23/1999
TITLE: SATELLITE TELEPHONE INTERFERENCE AVOIDANCE SYSTEM

SERIAL NUMBER: 08834238 FILING DATE: 04/15/1997
PATENT NUMBER: 5884142 ISSUE DATE: 03/16/1999
TITLE: LOW EARTH ORBIT DISTRIBUTED GATEWAY COMMUNICATION SYSTEM

SERIAL NUMBER: 08772073 FILING DATE: 12/19/1996
PATENT NUMBER: 5896558 ISSUE DATE: 04/20/1999
TITLE: INTERACTIVE FIXED AND MOBILE SATELLITE NETWORK

SERIAL NUMBER: 08934639 FILING DATE: 09/22/1997
PATENT NUMBER: 5903837 ISSUE DATE: 05/11/1999
TITLE: WIRELESS TELEPHONE/SATELLITE ROAMING METHOD

SERIAL NUMBER: 08786705 FILING DATE: 01/21/1997
PATENT NUMBER: 5912641 ISSUE DATE: 06/15/1999

SERIAL NUMBER: 08905550 FILING DATE: 08/04/1997
PATENT NUMBER: 5915217 ISSUE DATE: 06/22/1999
TITLE: WORLDWIDE TELECOMMUNICATIONS SYSTEM USING SATELLITES

SERIAL NUMBER: 08819310 FILING DATE: 03/18/1997
PATENT NUMBER: 5918157 ISSUE DATE: 06/29/1999
TITLE: SATELLITE COMMUNICATIONS SYSTEM HAVING DISTRIBUTED USER ASSIGNMENT
AND RESOURCE ASSIGNMENT WITH TERRESTRIAL GATEWAYS

SERIAL NUMBER: 08764565 FILING DATE: 12/12/1996
PATENT NUMBER: 5956619 ISSUE DATE: 09/21/1999
TITLE: SATELLITE CONTROLLED POWER CONTROL FOR PERSONAL COMMUNICATION USER
TERMINALS

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SERIAL NUMBER: 08964539 FILING DATE: 11/05/1997
PATENT NUMBER: 5999623 ISSUE DATE: 12/07/1999
TITLE: BROADCAST DATA ACCESS CONTROLLER COMMUNICATION SYSTEM

SERIAL NUMBER: 08861891 FILING DATE: 05/22/1997
PATENT NUMBER: 6021309 ISSUE DATE: 02/01/2000
TITLE: CHANNEL FREQUENCY ALLOCATION FOR MULTIPLE-SATELLITE COMMUNICATION
NETWORK

SERIAL NUMBER: 08819048 FILING DATE: 03/17/1997
PATENT NUMBER: 6023606 ISSUE DATE: 02/08/2000
TITLE: METHOD FOR ACCOUNTING FOR USER TERMINAL CONNECTION TO A SATELLITE
COMMUNICATIONS SYSTEM

SERIAL NUMBER: 08819309 FILING DATE: 03/18/1997
PATENT NUMBER: 6067442 ISSUE DATE: 05/23/2000
TITLE: SATELLITE COMMUNICATIONS SYSTEM HAVING DISTRIBUTED USER ASSIGNMENT
AND RESOURCE ASSIGNMENT WITH TERRESTRIAL GATEWAYS

SERIAL NUMBER: 08707534 FILING DATE: 09/04/1996
PATENT NUMBER: 6072768 ISSUE DATE: 06/06/2000
TITLE: AUTOMATIC SATELLITE/TERRESTRIAL MOBILE TERMINAL ROAMING SYSTEM AND
METHOD

SERIAL NUMBER: 08890864 FILING DATE: 07/10/1997
PATENT NUMBER: 6081710 ISSUE DATE: 06/27/2000
TITLE: DYNAMIC TRAFFIC ALLOCATION FOR POWER CONTROL IN MULTIPLE SATELLITE
COMMUNICATION SYSTEMS

SERIAL NUMBER: 09256038 FILING DATE: 02/23/1999
PATENT NUMBER: 6085067 ISSUE DATE: 07/04/2000
TITLE: SATELLITE CONTROLLED POWER CONTROL FOR PERSONAL COMMUNICATION USER
TERMINALS

SERIAL NUMBER: 08778908 FILING DATE: 01/03/1997

TITLE: MULTIPLE SATELLITE SYSTEM POWER ALLOCATION BY COMMUNICATION LINK
OPTIMIZATION

SERIAL NUMBER: 08832644 FILING DATE: 04/04/1997
PATENT NUMBER: 6097752 ISSUE DATE: 08/01/2000
TITLE: CLOSED LOOP POWER CONTROL FOR LOW EARTH ORBIT SATELLITE
COMMUNICATIONS SYSTEM

SERIAL NUMBER: 08947931 FILING DATE: 10/09/1997
PATENT NUMBER: 6101385 ISSUE DATE: 08/08/2000
TITLE: SATELLITE COMMUNICATION SERVICE SERVICE WITH NON-CONGRUENT SUB-BEAM
COVERAGE

SERIAL NUMBER: 09169407 FILING DATE: 10/09/1998
PATENT NUMBER: 6125260 ISSUE DATE: 09/26/2000
TITLE: SYSTEM FOR GENERATING AND USING GLOBAL RADIO FREQUENCY MAPS

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SERIAL NUMBER: 09003845	FILING DATE: 01/07/1998
PATENT NUMBER: 6128487	ISSUE DATE: 10/03/2000
TITLE: GLOBAL MOBILE PAGING SYSTEM	
SERIAL NUMBER: 08996932	FILING DATE: 12/23/1997
PATENT NUMBER: 6134423	ISSUE DATE: 10/17/2000
TITLE: SATELLITE COMMUNICATIONS SYSTEM HAVING USER RF EXPOSURE MONITORING AND CONTROL	
SERIAL NUMBER: 09090521	FILING DATE: 06/04/1998
PATENT NUMBER: 6160994	ISSUE DATE: 12/12/2000
TITLE: INTERACTIVE FIXED AND MOBILE SATELLITE NETWORK	
SERIAL NUMBER: 09368980	FILING DATE: 08/05/1999
PATENT NUMBER: 6164597	ISSUE DATE: 12/26/2000
TITLE: USING REFLECTED SOLAR RADIATION PRESSURE TO PROVIDE STATIONKEEPING MANEUVERING OF A SPACECRAFT	
SERIAL NUMBER: 08710286	FILING DATE: 09/13/1996
PATENT NUMBER: 6201961	ISSUE DATE: 03/13/2001
TITLE: USE OF REFERENCE PHONE IN POINT-TO-POINT SATELLITE COMMUNICATION SYSTEM	
SERIAL NUMBER: 09021036	FILING DATE: 02/09/1998
PATENT NUMBER: 6233463	ISSUE DATE: 05/15/2001
TITLE: AUTOMATIC SATELLITE TERRESTRIAL MOBILE TERMINAL ROAMING SYSTEM AND METHOD	
SERIAL NUMBER: 09432301	FILING DATE: 11/02/1999
PATENT NUMBER: 6240124	ISSUE DATE: 05/29/2001
TITLE: CLOSED LOOP POWER CONTROL FOR LOW EARTH ORBIT SATELLITE COMMUNICATIONS SYSTEM	
SERIAL NUMBER: 09350096	FILING DATE: 07/08/1999
PATENT NUMBER: 6253080	ISSUE DATE: 06/26/2001
TITLE: LOW EARTH ORBIT DISTRIBUTED GATEWAY COMMUNICATION SYSTEM	
SERIAL NUMBER: 09256712	FILING DATE: 02/24/1999
PATENT NUMBER: 6266584	ISSUE DATE: 07/24/2001
TITLE: ROBUST AUTONOMOUS GPS TIME REFERENCE FOR SPACE APPLICATION	
SERIAL NUMBER: 09089565	FILING DATE: 06/03/1998
PATENT NUMBER: 6272316	ISSUE DATE: 08/07/2001
TITLE: MOBILE SATELLITE USER INFORMATION REQUEST SYSTEM AND METHODS	
SERIAL NUMBER: 09154671	FILING DATE: 09/18/1998
PATENT NUMBER: 6272325	ISSUE DATE: 08/07/2001
TITLE: SATELLITE COMMUNICATIONS SYSTEM HAVING USER RF EXPOSURE MONITORING AND CONTROL	
SERIAL NUMBER: 09672266	FILING DATE: 09/28/2000
PATENT NUMBER: 6272339	ISSUE DATE: 08/07/2001

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SERIAL NUMBER: 09633694 FILING DATE: 08/07/2000
PATENT NUMBER: 6301476 ISSUE DATE: 10/09/2001
TITLE: SATELLITE COMMUNICATION SERVICE WITH NON-CONGRUENT SUB-BEAM COVERAGE

SERIAL NUMBER: 09009910 FILING DATE: 01/21/1998
PATENT NUMBER: 6418147 ISSUE DATE: 07/09/2002
TITLE: MULTIPLE VOCODER MOBILE SATELLITE TELEPHONE SYSTEM

SERIAL NUMBER: 09441680 FILING DATE: 11/17/1999
PATENT NUMBER: 6463279 ISSUE DATE: 10/08/2002
TITLE: CHANNEL FREQUENCY ALLOCATION FOR MULTIPLE-SATELLITE COMMUNICATION NETWORK

SERIAL NUMBER: 09649326 FILING DATE: 08/28/2000
PATENT NUMBER: 6567645 ISSUE DATE: 05/20/2003
TITLE: MULTIPLE SATELLITE REPEATER MANAGEMENT SYSTEM USING FRAME ERROR RATE FOR DIVERSITY SELECTION

SERIAL NUMBER: 08734507 FILING DATE: 10/21/1996
PATENT NUMBER: 6587687 ISSUE DATE: 07/01/2003
TITLE: MULTIPLE SATELLITE FADE ATTENUATION CONTROL SYSTEM

SERIAL NUMBER: 09650513 FILING DATE: 08/29/2000
PATENT NUMBER: 6594469 ISSUE DATE: 07/15/2003
TITLE: METHODS AND APPARATUS FOR BROADCASTING REGIONAL INFORMATION OVER A SATELLITE COMMUNICATION SYSTEM

SERIAL NUMBER: 09687664 FILING DATE: 10/13/2000
PATENT NUMBER: 6628921 ISSUE DATE: 09/30/2003
TITLE: RETURN LINK CHANNEL LOADING OF MULTIPLE SATELLITES WITH MULTIPLE SPREAD SPECTRUM USER TERMINALS

SERIAL NUMBER: 09104712 FILING DATE: 06/25/1998
PATENT NUMBER: 6654357 ISSUE DATE: 11/25/2003
TITLE: SATELLITE REPEATER DIVERSITY RESOURCE MANAGEMENT SYSTEM

SERIAL NUMBER: 09114985 FILING DATE: 07/14/1998
PATENT NUMBER: 6661996 ISSUE DATE: 12/09/2003
TITLE: SATELLITE COMMUNICATION SYSTEM PROVIDING MULTI-GATEWAY DIVERSITY TO A MOBILE USER TERMINAL

SERIAL NUMBER: 10094752 FILING DATE: 03/11/2002
PATENT NUMBER: 6735439 ISSUE DATE: 05/11/2004
TITLE: PSEUDO-GLOBAL TITLE TRANSLATION FOR INTERNATIONAL ROAMING OF ANSI-41 SUBSCRIBERS

SERIAL NUMBER: 09827975 FILING DATE: 04/06/2001
PATENT NUMBER: 6735440 ISSUE DATE: 05/11/2004

SERIAL NUMBER: 09156290 FILING DATE: 09/17/1998
PATENT NUMBER: 6775251 ISSUE DATE: 08/10/2004
TITLE: SATELLITE COMMUNICATION SYSTEM PROVIDING MULTI-GATEWAY DIVERSITY
AND IMPROVED SATELLITE LOADING

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SERIAL NUMBER: 09483015 FILING DATE: 01/13/2000
PATENT NUMBER: 6775519 ISSUE DATE: 08/10/2004
TITLE: METHOD AND APPARATUS FOR ACCOUNTING FOR USER TERMINAL SESSION-BASED
CONNECTION TO A SATELLITE COMMUNICATION SYSTEM

SERIAL NUMBER: 09811910 FILING DATE: 03/19/2001
PATENT NUMBER: 6804514 ISSUE DATE: 10/12/2004
TITLE: GLOBAL DUAL TERMINAL LOW EARTH ORBIT COMMUNICATIONS SYSTEM

ANTIONE ROYALL, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of April 21, 2006 by and between GLOBALSTAR, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 461 South Milpitas Boulevard, Building 5, Suite 1 and 2, Milpitas, CA 95035 and WACHOVIA INVESTMENT HOLDINGS, LLC, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (i) the Credit Agreement dated as of April ~~24~~, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Globalstar, Inc., as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (ii) the Collateral Agreement dated as of April ~~24~~, 2006 (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Credit Agreement or the Collateral Agreement (as applicable).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application of the Grantor, including, without limitation, each Patent and Patent application described on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Patent or Patent application, including, without limitation, any Patent or Patent application listed on Schedule A or under any Patent License, including, without limitation, any Patent License described on Schedule B or (b) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing.

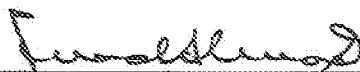
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 21st day of April, 2006.


GLOBALSTAR, INC., as Grantor

By: 
Name: Fuad Ahmed
Title: VP and CEO

[Signature Pages Continue]

Agreed and Accepted as of the 24th day of
April, 2006.

WACHOVIA INVESTMENT HOLDINGS, LLC,
as Administrative Agent

By: 
Name: Max Baubach
Title: Director

[Patent Security Agreement]

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Santa Clara

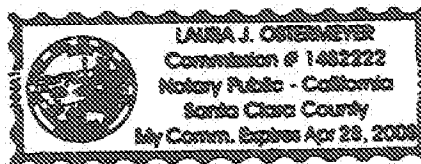
I, Laura J. Ostermeyer, a Notary Public for said County and State, do hereby certify that Faad Ahmad personally appeared before me this day and stated that ~~(s)~~he is Vice President + CEO of Globalstar, Inc. and acknowledged, on behalf of Globalstar, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 21ST day of April, 2006.

Laura J. Ostermeyer
Notary Public

My commission expires:

April 28, 2008



Schedule A to Patent Security Agreement

PATENTS AND PATENT APPLICATION

Owner	Title	Patent Number/ Application Number	Issue Date	Status/Comments
Globalstar, Inc.	User Terminal Employing Quality of Service Path Determination and Bandwidth Saving Mode for a Satellite ISP System	US20020031103		Published
Globalstar, Inc.	Low Performance Warning System and Method for Mobile Satellite Service User Terminals	US20020032002		Published
Globalstar, Inc.	Spread-Spectrum Code Division Destination Access (SS-CDDA) for Satellite Communication System w/Distributed Gateways	09/680,227		Pending
Globalstar, Inc.	Method and Apparatus Providing Suppression of System Access by use of Confidence Polygons, Volumes and Surfaces in a . . .	US200201233443		Published
Globalstar, Inc.	Resource Allocation to Terrestrial and Satellite Services	US20040072539		Pending
Globalstar, Inc.	Simplex Remote Telemetry via a Satellite System	US20040147220		Published
Globalstar, Inc.	ISP System Using Non-Geosynchronous Orbit Satellites	6,985,454		Granted
Globalstar, Inc.	Satellite Communication System for Communicating Packet Data Messages	11/325,177		Pending
Globalstar, Inc.	Satellite Communication System Employing a Combination of Time Slots and Orthogonal Codes	11/325,176		Pending
Globalstar, Inc.	Repeater Diversity Spread Spectrum Communication System	5,233,626	8/3/93	Granted
Globalstar, Inc.	Active Transmit Phased Array Antenna	5,283,587	2/1/94	Granted
Globalstar, Inc.	Wireless Telephone/Satellite Roaming System	5,303,286	4/12/1994	Granted
Globalstar, Inc.	Satellite Telecommunications System Using Network Coordinating Gateways Operative with a Terrestrial.....	5,448,623	9/5/1995	Granted
Globalstar, Inc.	Active Transmit Phased Array Antenna with Amplitude Taper	5,504,493	4/2/96	Granted
Globalstar, Inc.	Mobile Communication Terminal Having Extendable Antenna	5,513,383	4/30/96	Granted
Globalstar, Inc.	Worldwide Satellite Telephone System and a Network Coordinating Gateway for Allocating Satellite and Terrestrial....	5,526,404	6/11/1996	Granted
Globalstar, Inc.	Antenna Feed and Beamforming Network	5,539,415	7/23/96	Granted

Owner	Title	Patent Number/ Application Number	Issue Date	Status/Comments
Globalstar, Inc.	Antenna for Multipath Satellite Communication Links	5,552,798	9/3/96	Granted
Globalstar, Inc.	Method and Apparatus for Increasing Antenna Efficiency for Hand-Held Mobile Satellite Communications Terminal	5,581,268	12/3/96	Granted
Globalstar, Inc.	Satellite and Terrestrial Telephone	5,586,165	12/17/1996	Granted
Globalstar, Inc. /Qualcomm	Multiple Satellite Repeater Capacity Loading with Multiple Spread Spectrum Gateway Antennas	5,592,481	1/7/97	Granted
Globalstar, Inc.	Stabilized Power Converter having Quantized Duty Cycle	5,594,324	1/14/97	Granted
Globalstar, Inc.	Satellite Communication System That Is Coupled To A Terrestrial Communication Network and Method	5,594,780	1/14/1997	Granted
Globalstar, Inc.	Closed Loop Power Control for Low Earth Orbit Satellite Communications System	5,619,525	4/8/97	Granted
Globalstar, Inc.	Low Earth Orbit Communication Satellite Gateway-to-Gateway Relay System	5,634,190	5/27/97	Granted
Globalstar, Inc.	Two-System Protocol Conversion Transceiver Repeater	5,640,386	6/17/97	Granted
Globalstar, Inc.	Worldwide Telecommunications System Using Satellites	5,655,005	8/5/1997	Granted
Globalstar, Inc.	Method for Accounting for User Terminal Connection to a Satellite Communications System	5,664,006	9/2/97	Granted
Globalstar, Inc.	Satellite Beam Steering Reference Using Terrestrial Beam Steering Terminals	5,697,050	12/9/97	Granted
Globalstar, Inc.	Wireless Telephone/Satellite Roaming System	5,715,297	2/3/1998	Granted
Globalstar, Inc.	Low Earth Orbit Communication Satellite Gateway-to-Gateway Relay System	5,758,261	5/26/98	Granted
Globalstar, Inc.	Satellite Communication Power Management System	5,787,336	7/28/98	Granted
Globalstar, Inc. /DASA	Dynamic Bias for Orbital Yaw Steering	5,791,598	8/11/98	Granted
Globalstar, Inc.	Multipath Communication System Optimizer	5,796,760	8/18/98	Granted
Globalstar, Inc.	Methods and Apparatus for Providing User RF Exposure Monitoring and Control in a Satellite Communications System	5,802,445	9/1/98	Granted

Owner	Title	Patent Number/ Application Number	Issue Date	Status/Comments
Globalstar, Inc. /Qualcomm	Multiple Satellite Repeater Capacity Loading with Multiple Spread Spectrum Gateway Antennas	5,812,538	9/22/98	Granted
Globalstar, Inc.	Mobile Satellite User Information Request System and Methods	5,812,932	9/22/98	Granted
Globalstar, Inc.	Satellite Communication Power Management System	5,826,170	10/20/98	Granted
Globalstar, Inc.	Multipath Communication System Optimizer	5,859,874	1/12/99	Granted
Globalstar, Inc.	Satellite Repeater Diversity Resource Management System	5,867,109	2/2/99	Granted
Globalstar, Inc.	Satellite Telephone Interference Avoidance System	5,875,180	2/23/99	Granted
Globalstar, Inc.	Low Earth Orbit Distributed Gateway Communication System	5,884,142	3/16/99	Granted
Globalstar, Inc.	Interactive Fixed and Mobile Satellite Network	5,896,558	4/20/99	Granted
Globalstar, Inc.	Wireless Telephone/Satellite Roaming Method	5,903,837	5/11/1999	Granted
Globalstar, Inc.	Indoor Satellite Cellular Repeater System	5,912,641	6/15/99	Granted
Globalstar, Inc.	Worldwide Telecommunications System using Satellites	5,915,217	6/22/99	Granted
Globalstar, Inc.	Satellite Communications System Having Distributed User Assignment and Resource Assignment with Terrestrial Gateways	5,918,157	6/29/99	Granted
Globalstar, Inc.	Satellite Controlled Power Control for Personal Communication User Terminals	5,956,619	9/21/99	Granted
Globalstar, Inc.	Broadcast Data Access Controller Communication System	5,999,623	12/7/99	Granted
Globalstar, Inc.	Channel Frequency Allocation for Multiple-Satellite Communication Network	6,021,309	2/1/00	Granted
Globalstar, Inc.	Method for Accounting for User Terminal Connection to a Satellite Communications System	6,023,606	2/8/00	Granted
Globalstar, Inc.	Satellite Communications System Having Distributed User Assignment and Resource Assignment w/Terrestrial Gateways	6,067,442	5/23/2000	Granted
Globalstar, Inc.	Automatic Satellite/Terrestrial Mobile Terminal Roaming System and Method	6,072,768	6/6/00	Granted
Globalstar, Inc.	Dynamic Traffic Allocation for Power Control in Multiple Satellite Communication Systems	6,081,710	6/27/00	Granted

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Owner	Title	Patent Number/ Application Number	Issue Date	Status/Comments
Globalstar, Inc.	Satellite Controlled Power Control for Personal Communication User Terminals	6,085,067	7/4/00	Granted
Globalstar, Inc.	Multiple Satellite System Power Allocation by Communication Link Optimization	6,091,933	7/18/00	Granted
Globalstar, Inc.	Closed Loop Power Control for Low Earth Orbit Satellite Communications System	6,097,752	8/1/00	Granted
Globalstar, Inc.	Satellite Communication Service with Non-Congruent Sub-Beam Coverage	6,101,385	8/8/00	Granted
Globalstar, Inc.	System for Generating and Using Global Radio Frequency Maps	6,125,260	9/26/00	Granted
Globalstar, Inc.	Global Mobile Paging System	6,128,487	10/3/00	Granted
Globalstar, Inc.	Satellite Communications System having user RF Exposure Monitoring and Control	6,134,423	10/17/00	Granted
Globalstar, Inc.	Interactive Fixed and Mobile Satellite Network	6,160,994	12/12/00	Granted
Globalstar, Inc.	Using Reflected Solar Radiation Pressure to Provide Stationkeeping Maneuvering of a Spacecraft	6,164,597	12/26/00	Granted
Globalstar, Inc.	Use of Reference Phone in Point-to-Point Satellite Communication System	6,201,961	3/13/01	Granted
Globalstar, Inc.	Automatic Satellite Terrestrial Mobile Terminal Roaming System and Method	6,233,463	5/15/01	Granted
Globalstar, Inc.	Closed Loop Power Control for Low Earth Orbit Satellite Communications System	6,240,124	5/29/01	Granted
Globalstar, Inc.	Low Earth Orbit Distributed Gateway Communication System	6,253,080	6/26/01	Granted
Globalstar, Inc.	Robust Autonomous GPS Time Reference for Space Application	6,266,584	7/24/01	Granted
Globalstar, Inc.	Mobile Satellite User Information Request System and Methods	6,272,316	8/7/01	Granted
Globalstar, Inc.	Satellite Communications System having user RF Exposure Monitoring and Control	6,272,325	8/7/01	Granted
Globalstar, Inc.	Global Mobile Paging System	6,272,339	8/7/01	Granted
Globalstar, Inc.	Satellite Communication Service with Non-Congruent Sub-Beam Coverage	6,301,476	10/9/01	Granted
Globalstar, Inc.	Multiple Vocoder Mobile Satellite Telephone System	6,418,147	7/9/02	Granted
Globalstar, Inc.	Channel Frequency Allocation for Multiple-Satellite Communication Network	6,463,279	10/8/02	Granted

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Owner	Title	Patent Number/ Application Number	Issue Date	Status/Comments
Globalstar, Inc.	Multiple Satellite Repeater Management System Using Frame Error Rate for Diversity Selection	6,567,645	5/20/03	Granted
Globalstar, Inc.	Multiple Satellite Fade Attenuation Control System	6,587,687	7/1/03	Granted
Globalstar, Inc.	Methods and Apparatus for Broadcasting Regional Information Over a Satellite Communication System	6,594,469	7/15/03	Granted
Globalstar, Inc.	Return Link Channel Loading of Multiple Satellites with Multiple Spread Spectrum User Terminals	6,628,921	9/30/03	Granted
Globalstar, Inc.	Satellite Repeater Diversity Resource Management System	6,654,357	11/25/03	Granted
Globalstar, Inc.	Satellite Communication System Providing Multi-Gateway Diversity to a Mobile User Terminal	6,661,996	12/9/03	Granted
Globalstar, Inc.	Pseudo-Global Title Translation for International Roaming of ANSI-41 Subscribers	6,735,439	5/11/04	Granted
Globalstar, Inc.	Low Earth Orbit Distributed Gateway Communication System	6,735,440	5/11/04	Granted
Globalstar, Inc.	Satellite Communication System Providing Multi-Gateway Diversity and Improved Satellite Loading	6,775,251	8/10/04	Granted
Globalstar, Inc.	Method and Apparatus for Accounting for User Terminal Session-Based Connection to a Satellite Communication System	6,775,519	8/10/04	Granted
Globalstar, Inc.	Global Dual Terminal Low Earth Orbit Communications Systems	6,804,514	10/12/04	Granted

Schedule B to Patent Security Agreement

PATENT LICENSES

None.

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