

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
ICO Services Limited	04/07/2008
RECEIVING PARTY DATA	
Name:	The Bank of New York
Street Address:	101 Barclay Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7218932
Patent Number:	7133377
Application Number:	11183128
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.526.9600
Email:	omannion@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	40692/031
NAME OF SUBMITTER:	Deborah M. Vernon
Total Attachments: 7	
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GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

This GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as amended, modified, restated and/or supplemented from time to time, the "Grant") dated April 7, 2008, is made by ICO Services Limited, a private limited company incorporated under the laws of England and Wales with principal offices at 269 Argyll Avenue, Slough, Berkshire, United Kingdom (the "Grantor"), in favor of The Bank of New York, as Collateral Agent, with principal offices at 101 Barclay Street, New York, New York 10286 (the "Grantee"), for the benefit of the Secured Creditors. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Security Agreement between the Grantor and the Grantee, dated as of August 15, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

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

1. The Grantor hereby grants to Grantee, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following: (i) the United States patents and patent applications set forth on Schedule A attached hereto, together with any and all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, all inventions disclosed therein and improvements thereto (the "Patents"), (ii) all rights in the Patents provided by international treaties or conventions, and all other rights associated therewith, (iii) all rights to sue, including the right to sue in Grantor's name, recover and retain damages, costs and fees for past, present and future infringement or other violation of or interference or conflict with, including unfair competition regarding, any of the foregoing, and (iv) all proceeds and products of the foregoing.

2. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Grant.

3. This Grant is made to secure the satisfactory performance and payment of the Obligations of the Grantor.

4. This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. The security interest granted hereunder is and shall be deemed to be one and the same as the security interest granted pursuant to the Security Agreement.

6. This Grant shall be construed in accordance with and be governed by the laws of the State of New York.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7<sup>th</sup> day of April, 2008.

ICO Services Limited, as Grantor

By: Kelly Meadows  
Name: Kelly Meadows  
Title: Director

The Bank of New York,  
as Collateral Agent and Grantee:

By: \_\_\_\_\_  
Name: Rafael E. Miranda  
Title: Vice President

STATE OF California )  
COUNTY OF Solano ) ss:

On this 7<sup>th</sup> day of April, 2008, before me personally came Kelly Meadows who, being by me duly sworn, did state as follows: that she is a Director of ICO Services Limited, that she is authorized to execute the foregoing Grant on behalf of said private limited company and that she did so by authority of the Board of Directors of said private limited company.

Michelle C. Hoover  
Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7<sup>th</sup> day of April, 2008.

ICO Services Limited, as Grantor

By: \_\_\_\_\_  
Name: Kelly Meadows  
Title: Director

The Bank of New York,  
as Collateral Agent and Grantee

By Rafael E. Miranda  
Name: Rafael E. Miranda  
Title: Vice President

STATE OF New York  
COUNTY OF Queens } ss:

On this 7<sup>th</sup> day of April, 2008, before me personally came Rafael E. Miranda who, being by me duly sworn, did state as follows: that he is Vice President of The Bank of New York, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the [Board of Directors] of said corporation.

Carlos R. Luciano  
Notary Public

CARLOS R. LUCIANO  
Notary Public, State of New York  
No. 41-4765897  
Qualified in Queens County  
Commission Expires April 30, 2010



SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patents:

<u>OWNER</u>	<u>PATENT NUMBER/DATE OF ISSUANCE</u>	<u>TITLE</u>
ICO Services Limited	7,218,932 May 15, 2007	Satellite Mobile Telephone Cell Departure Prediction
ICO Services Limited	7,133,377 November 7, 2006	Data Multiplexing for Diversity Operation

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TITLE</u>
ICO Services Limited	11/183,128	Satellite Mobile Telephone Cell Departure Prediction