## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYP	E:		NEW ASSIGNMENT		
NATURE OF CON	/EYANCE:		SECURITY AGREEMENT		
CONVEYING PART	FY DATA				
		Na	ame	Execution Date	
Broadpoint Holdco	, LLC			06/22/2010	
Broadpoint, LLC				06/22/2010	
Broadpoint License	e Co., LLC			06/22/2010	
RECEIVING PART	Y DATA				
Name:	me: CoBank, ACB				
Street Address:	5500 South C	Quebec \$	Street		
City:	Greenwood V	Greenwood Village			
State/Country:	COLORADO				
Postal Code:	80111				
Property Type		676300	Number 06		
		676300	06		
CORRESPONDEN	CE DATA				
Fax Number:	(202)408	8-3141			
			en the fax attempt is unsuccessful.		
Phone: 202-408-3121 x2348					
Email: jpaterso@cscinfo.com					
Correspondent Name:Corporation Service CompanyAddress Line 1:1090 Vermont Avenue NW, Suite 430					
Address Line 1:1090 Vermont Avenue NW, Suite 430Address Line 4:Washington, DISTRICT OF COLUMBIA 20005					
ATTORNEY DOCKET NUMBER:			424196		
NAME OF SUBMITTER:			Jean Paterson		
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#### TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of this June <u>22</u>, 2010 by BROADPOINT HOLDCO, LLC, BROADPOINT, LLC AND BROADPOINT LICENSE CO., LLC, each a Delaware limited liability company (each, a "Grantor," and collectively, the "Grantors") in favor of COBANK, ACB ("Lender").

### WITNESSETH

WHEREAS, Grantors have entered into that certain Loan and Security Agreement dated as of June 8, 2010 as borrowers (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") with Lender (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender;

WHEREAS, each Grantor has granted to Lender, a security interest in all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by such Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. <u>Grant and Reaffirmation of Grant of Security Interests</u> To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Lender and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on <u>Schedule 1</u> annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

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3. <u>Covenants</u>. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents (other than Permitted Liens) without prior written consent of Lender.

4. <u>Representations and Warranties</u>. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on <u>Schedule I</u> attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. <u>Termination</u>. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

[signatures to appear on following page]

## [SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

## BROADPOINT HOLDCO, LLC

By: Name: Title: Če

BROADPOINT, LLC

By: Name: Dar Title: Chie Kan

## BROADPOINT LICENSE CO., LLC

By: Name: ane Title: 🜔 Rie-Flhonei 1 cer

Agreed and Accepted As of the Date First Written Above

COBANK, ACB, as Lender

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By: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Title:

#### [SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

## **BROADPOINT HOLDCO, LLC**

By: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Title: \_\_\_\_\_

#### **BROADPOINT, LLC**

By:	
Name:	
Title:	

#### **BROADPOINT LICENSE CO., LLC**

By:	
Name:	
Title:	

Agreed and Accepted As of the Date First Written Above

COBANK, ACB, as Lender

Ken Allan Ken Allan Vice President By: Name: Title:

#### [SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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# SCHEDULE 1

## TRADEMARK REGISTRATIONS

Mark	Owner (	Jurisdiction	Registration No.	Registration Date :
Broadpoint	Petrocom, LLC	USA	3563349	20 January 2009
CONNECT & DELIVER (stylized)	Petrocom, LLC	USA	3479864	05 August 2008
UPLIT EXCEED THE FEED (&design)	Petrocom, LLC	USA	3077766	4 April 2006
UPLIT (stylized)	Petrocom, LLC	USA	3134047	22 August 2006
EXCEED THE FEED (stylized)	Petrocom, LLC	USA	3225614	3 April 2007
LIT	Petrocom, LLC	USA	2849700	1 June 2004
LOUISIANA INTERNATIONAL TELEPORT	Petrocom, LLC	USA	2968252	12 July 2005
POSEIDON	Petrocom, LLC	USA	2957899	31 May 2005
PETROCOM	Petrocom, LLC	USA	1931188	31 Oct. 1995
BROADPOINT	Petrocom, LLC	Louisiana	59-8425	4 October 2007
COASTEL	BACHOW/CO ASTEL, LLC	Louisiana	54-2712	October 28, 1996
COASTEL/OFFSH ORE CELLULAR SERVICE - LOGO: A SQUARE WITH WATER LINES, WITH THE WORD COASTEL IN LARGE LETTERS, WITH THE WORDS "OFFSHORE CELLULAR SERVICE" BELOW IN SMALLER LETTERS	BACHOW/CO ASTEL, LLC	Louisiana	54-2714	October 28, 1996

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Mark ja see k	Owner State	Jurisdiction	Registration No.	Registration Date 2
"COASTEL (OFFSHORE CELLULAR SERVICE)" & LOGO SQUARE WITH WATER LINES WITH THE WORDS "COASTEL OFFSHORE CELLULAR SERVICE"	BACHOW/CO ASTEL, LLC	Louisiana	54-2255	September 4, 1996
COASTEL/OFFSH ORE TELECOMMUNIC ATIONS SERVICES - LOGO: A SQUARE WITH WATER LINES, WITH THE WORDS COASTEL IN LARGE LETTERS, WITH THE WORDS "OFFSHORE TELECOMMUNIC ATIONS SERVICES" IN SMALLER LETTERS PRINTED BELOW	BACHOW/CO ASTEL, LLC	Louisiana	54-2713	October 28, 1996

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# PATENT REGISTRATIONS

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Title	Owner	Jurisdiction	Patent No.	Filing Date
METHOD AND	Sola	US	6,763,006	20 September
APPARATUS FOR	Communications			2000
CONTROLLING	Inc.			
UPLINK				
TRANSMISSION				
POWER WITHIN A				
SATELLITE				
COMMUNICATION				
SYSTEM				

SCHEDULE -1

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#### COMPANY ACKNOWLEDGMENT

40 State of ) SS County )

This instrument was acknowledged before	bre me on the <sup>2,2</sup> day of June, 2010, by
(1 Anyel Hofflers as CFU	of Prosetoni:

[Seal]

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Notary Public, State of

My commission expires on 11/30/2010

NOTARIAL SEAL SHEILA L WHITE Notary Public CHESTER CITY, DELAWARE COUNTY My Commission Expires Nov 30, 2010

[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT] 067035.01002/21885708v.1

### COMPANY ACKNOWLEDGMENT

State of ) : ss County )

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This instrument was acknowledged before me on the 22 day of June, 2010, by We Horkins as \_\_\_\_\_\_ of Drug toint. \_\_\_\_ of Drund Toint.

[Seal]

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Notary Public, State of

My commission expires on 11/30/300

NOTARIAL SEAL SHEILA L WHITE Notary Public CHESTER CITY, DELAWARE COUNTY My Commission Expires Nov 30, 2010

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

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**RECORDED: 06/25/2010**