

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Telesat Interco Inc. | 10/31/2007 |
| RECEIVING PARTY DATA | |
| Name: | Telesat Canada |
| Street Address: | 1601 Telesat Court |
| City: | Ottawa |
| State/Country: | CANADA |
| Postal Code: | K1B 5P4 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 6813601 |
| CORRESPONDENCE DATA | |
| Fax Number: | (613)748-8712 |
| Phone: | 613-748-8700 X 2341 |
| Email: | dwolfenden@telesat.com |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Correspondent Name: | Dawn Wolfenden |
| Address Line 1: | 1601 Telesat Court |
| Address Line 4: | Ottawa, CANADA K1B 5P4 |
| NAME OF SUBMITTER: | Richard O'Reilly |
| Total Attachments: 8 source=tc-1#page1.tif source=tc-1#page2.tif source=tc-1#page3.tif source=tc-1#page4.tif source=tc-1#page5.tif source=tc-1#page6.tif source=tc-1#page7.tif source=tc-1#page8.tif | |

OP \$40.00 6813601

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective as of the 31st day of October, 2007 ("Effective Date"), between:

Telesat Interco Inc. ("Assignor") is a company incorporated under the laws of Canada having its principal place of business at 66 Wellington Street West, Suite 4700, Toronto, Ontario, Canada, M5K 1E6.

Telesat Canada ("Assignee") is a company incorporated under the laws of Canada having its principal place of business at 1601 Telesat Court, Gloucester, Ontario, Canada, K1B 5P4.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. For purposes of this Assignment, "Assigned Intellectual Property" shall mean and include all of Assignor's right, title, and interest in and to the Intellectual Property identified in the Schedules attached hereto.
2. Assignor hereby grants, conveys and assigns to Assignee, by execution hereof, the Assigned Intellectual Property, including without limitation the Patents listed on Schedule A hereto (the "Assigned Patents"), including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing ("Related Rights").
3. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement or misappropriation of any of the Assigned Intellectual Property.
4. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all rights of Assignor to obtain reissues, re-examinations, continuations, continuations-in-part, divisions, extensions or other legal protections arising from the Assigned Patents and Related Rights that are or may be secured in any relevant jurisdiction anywhere in the world, including (but not limited to) the United States, its territories and possessions, now or hereinafter in effect.
5. Assignor further grants, assigns and conveys to Assignee, all of its right, title and interest in and to all Trademarks and Trademark applications and registrations it may own or have acquired rights in, anywhere in the world, listed on Schedule B hereto (the "Assigned Trademarks"), together with any and all goodwill symbolized by the Assigned Trademarks.
6. The Assigned Intellectual Property is conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessors-in-interest with respect thereto prior to the Effective Date.

7. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. ²

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

Telesat Interco Inc.

By: Avi Katz
Name: Avi Katz
Title: Vice President
Date: 10/31/2007

On this 31st day of October, 2007, personally appeared before me Avi Katz, known to me to be VP of Telesat Interco Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Telesat Interco Inc.

JENNIFER L. JONES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J06148314
Qualified in New York County
Commission Expires June 26, 2010

Jennifer Jones
Notary Public
My commission expires: 6/26/10

By: James Pittman
Name: James Pittman
Title: Vice President
Date: 10/31/2007

On this 31st day of October, 2007, personally appeared before me JAMES PITTMAN, known to me to be VP of Telesat Interco Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Telesat Interco Inc.

WILBERT DAVIS
Notary Public, State of New York
No. 01DA6011686
Qualified in Dutchess County
Certificate Filed in New York County
Commission Expires Aug. 10, 2010

W.D.
Notary Public
My commission expires: AUGUST 10, 2010

AGREED AND ACKNOWLEDGED:

Telesat Canada

By: As
Name:
Title:
Date:

By:
Name:
Title:
Date:

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

Telesat Interco Inc.

By: _____
Name:
Title:
Date:

On this ____ day of _____, 20__, personally appeared before me _____, known to me to be _____ of Telesat Interco Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Telesat Interco Inc.

Notary Public
My commission expires: _____

By: _____
Name:
Title:
Date:

On this ____ day of _____, 20__, personally appeared before me _____, known to me to be _____ of Telesat Interco Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Telesat Interco Inc.

Notary Public
My commission expires: _____

AGREED AND ACKNOWLEDGED:

Telesat Canada

By: _____
Name:
Title:
Date:

By:  _____
Name:
Title:
Date:

Schedule A

Patents

| Registration No. | Country | Title |
|------------------|---------|---|
| 6362772 | U.S. | Transponder Plot System and Method |
| 6556828 | U.S. | Network Architecture for LEO/GEO satellite-based communications systems |
| 6813601 | U.S. | Highly compressed voice and data transmission system and method for mobile communications |
| 5757784 | U.S. | Usage-based billing system for full mesh multimedia satellite network |
| 5812545 | U.S. | Full mesh satellite-based multimedia networking system |
| 10/793021 | U.S. | Scalable Multi-Satellite Spot Beam Architecture |
| 10/141367 | U.S. | Carrier Monitor System and Method |
| 10/294306 | U.S. | Graphical User Interface for a Remote Spectrum Analyzer |
| 10/977033 | U.S. | Distributed LAN bridging system and process |

Schedule B

Trademarks

| Registration/Application No. | Country | Mark |
|------------------------------|--------------------|---------------|
| 2277883 | US | SPACEBANK |
| 1710436 | US | SKYNET |
| 2279801 | US | SKYNET design |
| 147503 | Austria | SKYNET |
| 525566 | Benelux | SKYNET |
| 672910 | Chile | SKYNET |
| 688591 | China | SKYNET |
| 124511 | Costa Rica | SKYNET |
| 124355 | Costa Rica | SKYNET |
| 15731 | Estonia | SKYNET |
| 590422 | European Community | SKYNET |
| BO7731/99 | Hong Kong | SKYNET |
| 305835 | Indonesia | SKYNET |
| 49042 | Korea, Republic of | SKYNET |
| 97/19817 | Malaysia | SKYNET |
| 436716 | Mexico | SKYNET |
| 436717 | Mexico | SKYNET |
| 39296C.C. | Nicaragua | SKYNET |
| 203863 | Norway | SKYNET |
| 876 | Peru | SKYNET |
| 00022202 | Peru | SKYNET |
| 4-1998-02155 | Philippines | SKYNET |
| 122002 | Poland | SKYNET |
| 287599 | Portugal | SKYNET |
| 287600 | Portugal | SKYNET |
| 29143 | Romania | SKYNET |
| 288/66 | Saudi Arabia | SKYNET |

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|------------|--------------------|---------------|
| 288/65 | Saudi Arabia | SKYNET |
| 188 866 | Slovak Republic | SKYNET |
| 097/08064 | South Africa | SKYNET |
| 097/08066 | South Africa | SKYNET |
| 097/08065 | South Africa | SKYNET |
| 253358 | Sweden | SKYNET |
| 403533 | Switzerland | SKYNET |
| 19214 | Ukraine | SKYNET |
| 259747 | Uruguay | SKYNET |
| A032 | Algeria | SKYNET design |
| 1690587 | Argentina | SKYNET design |
| 734019 | Australia | SKYNET design |
| 819990485 | Brazil | SKYNET design |
| TMA522586 | Canada | SKYNET design |
| 513991 | Chile | SKYNET design |
| 1199905 | China | SKYNET design |
| 122340 | Costa Rica | SKYNET design |
| 122335 | Costa Rica | SKYNET design |
| 122338 | Costa Rica | SKYNET design |
| 215005 | Czech Republic | SKYNET design |
| 521138 | European Community | SKYNET design |
| 096097 | Guatemala | SKYNET design |
| 03432 | Hong Kong | SKYNET design |
| 382793 | India | SKYNET design |
| 416063 | Indonesia | SKYNET design |
| 4364804 | Japan | SKYNET design |
| 49041 | Korea, Republic of | SKYNET design |
| 97/19835 | Malaysia | SKYNET design |
| 97/14647 | Malaysia | SKYNET design |
| 626564 | Mexico | SKYNET design |
| 39536 C.C. | Nicaragua | SKYNET design |
| 189292 | Norway | SKYNET design |
| 76521 | Pakistan | SKYNET design |

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|--------------|--------------------|------------------|
| 00018614 | Peru | SKYNET design |
| 4-1998-05192 | Philippines | SKYNET design |
| 122006 | Poland | SKYNET design |
| 29144 | Romania | SKYNET design |
| 169524 | Russian Federation | SKYNET design |
| 499/23 | Saudi Arabia | SKYNET design |
| T97/04535A | Singapore | SKYNET design |
| 188 867 | Slovak Republic | SKYNET design |
| 97/08454 | South Africa | SKYNET design |
| 111658 | Taiwan | SKYNET design |
| SM7900 | Thailand | SKYNET design |
| 199460 | Turkey | SKYNET design |
| 18549 | Ukraine | SKYNET design |
| S0158969 | Venezuela | SKYNET design |
| 1047840 | Canada | SKYNET |
| 1662-98 | Guatemala | SKYNET |
| M-3588-2005 | Guatemala | SKYNET |
| MA/1464697 | Malaysia | SKYNET |
| 09708453 | South Africa | SKYNET |
| 762436 | India | SKYNET |
| 674077 | Australia | ORION and design |
| 587.281 | Benelux | ORION and design |
| 95/586.170 | France | ORION and design |
| 395 34 473 | Germany | ORION and design |
| 718217 | Italy | ORION and design |
| 672911 | Chile | SKYNET |