

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2634271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DBSD SATELLITE SERVICES G.P.	03/17/2011
RECEIVING PARTY DATA	
Name:	DISH NETWORK CORPORATION
Street Address:	9601 SOUTH MERIDIAN BOULEVARD
City:	ENGLEWOOD
State/Country:	COLORADO
Postal Code:	80112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14094937
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
Phone:	(303) 629-3400
Email:	casteel.danielle@dorsey.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DANIELLE M. CASTEEL
Address Line 1:	DORSEY & WHITNEY LLP
Address Line 2:	1400 WEWATTA STREET, SUITE 400
Address Line 4:	DENVER, COLORADO 80202-5549
ATTORNEY DOCKET NUMBER:	P232571.US.07
NAME OF SUBMITTER:	DANIELLE M. CASTEEL
Signature:	/Danielle M. Casteel/
Date:	12/03/2013

CH \$40.00 14094937

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN PATENTS**

This **Grant of Security Interest in Patents** (as amended, modified, restated and/or supplemented from time to time, the "**Grant**") dated March 17, 2011, is made by **DBSD SATELLITE SERVICES G.P.**, a general partnership formed under the laws of the State of Delaware located at 11700 Plaza America Drive, Suite 1010, Reston, VA 20190 (the "**Grantor**"), in favor of **DISH NETWORK CORPORATION**, as Administrative Agent (as defined in the Credit Agreement) a corporation formed under the laws of the State of Delaware located at 9601 South Meridian Boulevard, Englewood, Colorado 80112 (the "**Grantee**") for the benefit of the Secured Parties (as defined in the Credit Agreement). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Debtor-in-Possession Security and Pledge Agreement among *inter alia* the Grantor and the Grantee, dated as of March 17, 2011 (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 As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence including:
 - (i) all patents and patent applications set forth in Schedule A and all reissues, extensions, divisions, continuations, continuations-in-part and reexaminations thereof of any of the foregoing, and all inventions disclosed therein and improvements thereto,
 - (ii) all rights in the patents and patent applications provided by International treaties or conventions,
 - (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof,
 - (iv) the right to sue and the right to recover damages, costs and fees for past, present and future infringements thereof,
 - (v) all of each Grantor's rights corresponding thereto throughout the world, (collectively (i) through (v) above shall be referred to as the "Patent Collateral").

For the avoidance of doubt, the Patent Collateral shall (i) include the assets of the same kind, category, type, or nature as the assets that were included in the Pledged Collateral that were subject to any security interest hereunder that is avoided and preserved for the benefit of any Debtor and its estate under Section 551 of the Bankruptcy Code and shall (ii) exclude the Avoidance Actions and the proceeds thereof.

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

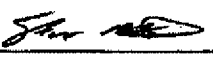
- 3 This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- 4 This Grant is granted concurrently and in conjunction with the lien and security interest granted to the Grantee under the Security Agreement. Grantee hereby acknowledges and affirms that 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.
- 5 The Grantor represents and warrants to the Grantee and the Secured Parties that (a) the provisions of this Grant, the Security Agreement and the DIP Order are effective to create in favor of the Grantee, for the benefit of the Secured Parties, legal, valid and perfected Liens on and security interests (having the priority provided for herein and in the DIP Order) in all right, title and interest in the Pledged Collateral, enforceable against the Grantor and (b) pursuant to Section 364(c) of the Bankruptcy Code and the DIP Order, all Obligations of the Grantor under this Grant, the Security Agreement and the Credit Agreement and each other Loan Document at all times shall constitute allowed super-priority administrative expense claims in each of the Chapter 11 Cases having priority over all administrative expenses of the kinds specified in, or ordered pursuant to, Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, and shall at all times be senior to the rights of Loan Parties, the estates of Loan Parties, and any successor trustee or estate representative in the Chapter 11 Cases or any subsequent proceeding or case under the Bankruptcy Code, subject only to amounts then outstanding pursuant to the Carve-Out. Notwithstanding anything herein to the contrary, the Prepetition Senior Liens shall be senior in all respects to the Liens granted to the Grantee hereunder. Capitalized terms used in this paragraph 5 and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.
- 6 When all Obligations shall have been paid in full and all Commitments of the Secured Parties shall have been expired or terminated, this Grant shall terminate, and at the request and sole expense of the Grantor, the Grantee shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Patent Collateral and money received in respect thereof, to or on the orders of the Grantor. Upon the sale, assignment, transfer or conveyance of any specific item or items of Patent Collateral permitted under the Credit Agreement, the Lien granted hereby shall terminate as to such Patent Collateral; provided that the Lien of the Grantee in any Proceeds from the sale, assignment, transfer or conveyance of such Patent Collateral shall continue unless otherwise specifically provided by the Security Agreement.
- 7 All questions concerning the construction, validity, enforcement and interpretation of this Grant shall be governed by the internal laws of the State of New York and the Bankruptcy Code.

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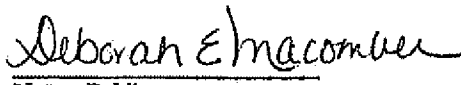
In witness whereof, the undersigned have caused this Grant of Security Interest in Patents to be executed and delivered as of the date first written above.

DBSD SATELLITE SERVICES G.P., as Grantor

By: DBSD Services Limited, a general partner

By: 
Name: Stephen M. De Wees
Title: Director

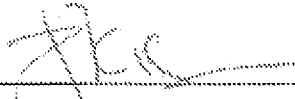
Subscribed and sworn to before me
this 1st day of March, 2011
in Reston, Virginia


Notary Public

Deborah E. Macomber
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7123030
My Commission Expires Feb. 28, 2011
2015

Signature Page to Grant of Security Interest in Patents – DBSD Satellite Services G.P.

DISH NETWORK CORPORATION,
as Administrative Agent and Grantee

By: 
Name: Jason Kiser
Title: Treasurer

Signature Page to Grant of Security Interest in Patents -- DBSD Satellite Services G.P.

PATENT
REEL: 031751 FRAME: 0046

Schedule A
Patents and Patent Applications

U.S. Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
DBSD Satellite Services G.P.	11/797,048	Mobile Interactive Satellite Services
DBSD Satellite Services G.P.	12/042,204	Method and System for Integrated Satellite Assistance Services
DBSD Satellite Services G.P.	12/042,207	Method and System for Using Routine Driving Information in Mobile Interactive Satellite Services
DBSD Satellite Services G.P.	12/270,946	Asymmetric TDD in Flexible Use Spectrum (Notice of Allowance Received 2/11/11)

Foreign Applications:

OWNER	PATENT NUMBER/ DATE OF FILING	COUNTRY	DESCRIPTION
DBSD Satellite Services G.P.	08742984.1 April 17, 2008	EP	Mobile Interactive Satellite Services
DBSD Satellite Services G.P.	PCT/US09/64408 11/13/09	PCT	Asymmetric TDD in Flexible Use Spectrum