

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5854232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TELESAT CANADA	12/06/2019
TELESAT NETWORK SERVICES, INC.	12/06/2019
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK MELLON
Street Address:	240 GREENWICH STREET, FLOOR 7E
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	5812545
Patent Number:	6038594
Patent Number:	6307833
Patent Number:	6427172
Patent Number:	6813601
Patent Number:	6820132
Patent Number:	7281260
Patent Number:	9344182
Application Number:	14953154
Application Number:	15779405
Application Number:	16093260
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125

PATENT

Address Line 4: COLUMBUS, OHIO 43219	
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/06/2019
Total Attachments: 7 source=15. Telesat (Secured 2019) - Patent Security Agreement#page1.tif source=15. Telesat (Secured 2019) - Patent Security Agreement#page2.tif source=15. Telesat (Secured 2019) - Patent Security Agreement#page3.tif source=15. Telesat (Secured 2019) - Patent Security Agreement#page4.tif source=15. Telesat (Secured 2019) - Patent Security Agreement#page5.tif source=15. Telesat (Secured 2019) - Patent Security Agreement#page6.tif source=15. Telesat (Secured 2019) - Patent Security Agreement#page7.tif	

U.S. Patent Security Agreement

U.S. Patent Security Agreement, dated as of December 6, 2019 by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of THE BANK OF NEW YORK MELLON, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the “Notes Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to the U.S. Security Agreement dated as of December 6, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Notes Security Agreement”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this U.S. Patent Security Agreement at the request of the Notes Collateral Agent;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Notes Security Agreement and used herein have the meaning given to them in the Notes Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its First Lien Notes Obligations, the Grantors hereby pledge and grant to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following of the Grantors (the “Collateral”):

- (a) Patents of each Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing;

provided that, in no event shall Collateral include Excluded Assets.

SECTION 3. Notes Security Agreement. The security interest granted pursuant to this U.S. Patent Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Notes Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this U.S. Patent Security Agreement is deemed to conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Notes Security Agreement, the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this U.S. Patent Security Agreement.

SECTION 5. Counterparts. This U.S. Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this U.S. Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Agreed Security Principles. The rights and obligations of the Notes Collateral Agent and the Grantors under this Agreement are subject to the Agreed Security Principles.


SECTION 7. Governing Law. This U.S. Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this U.S. Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TELESAT CANADA


By: 

Name: Christopher S. DiFrancesco

Title: Vice President, General Counsel, and
Secretary

[Signature Page to the U.S. Patent Security Agreement]

TELESAT NETWORK SERVICES, INC.

By: 

Name: Christopher S. DiFrancesco

Title: Secretary

[Signature Page to the U.S. Patent Security Agreement]

PATENT
REEL: 051211 FRAME: 0471

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent

By: 

Name: Laurence O'Brien
Title: Vice President

[Signature Page to the U.S. Patent Security Agreement]

PATENT
REEL: 051211 FRAME: 0472

SCHEDULE I
to
U.S. PATENT SECURITY AGREEMENT
U.S. PATENT REGISTRATIONS AND APPLICATIONS

Owner	Registration/Application Number	Description
Telesat Canada	Patent #: 5812545 (Appl #: 08/589,255)	Full Mesh Satellite-based Multimedia Networking System
Telesat Network Services, Inc. (formerly, Loral Skynet Network Services, Inc.)	Patent #: 6038594 (Appl #: 09/017,142)	Internet communications system and method with asymmetric terrestrial and satellite links.
Telesat Network Services, Inc.	Patent #: 6307833 (Appl #: 09/249,895)	Rain Fade Mitigation in a Data Transmission System
Telesat Network Services, Inc.	Patent #: 6427172 (Appl #: 09/356,997)	Method and Apparatus for Internet Cache Content Delivery Via a Data Distribution System
Telesat Canada	Patent #: 6813601 (Appl #: 09/132,450)	Highly compressed voice and data transmission system and method for mobile communications.
Telesat Network Services, Inc. (formerly, Loral Skynet Network Services, Inc.)	Patent #: 6820132 (Appl #: 09/523,772)	Internet communication system and method with asymmetric terrestrial and satellite links.
Telesat Network Services, Inc. (formerly, Loral Skynet Network Services, Inc.)	Patent #: 7281260 (Appl #: 09/924,036)	Streaming media publishing system and method.
Telesat Canada	Patent #: 9344182 (Appl #: 13/876,678)	Satellite system and method for circumpolar latitudes
Telesat Canada	(Appl #: 14/953,154)	Satellite system and method for global coverage
Telesat Canada	(Appl #: 15/779,405)	Satellite communications subsystem in-orbit verification system and methodologies
Telesat Canada	(Appl #: 16/093,260)	Dual leo satellite system and method for global coverage