

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5854303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TELESAT CANADA	12/06/2019
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	MAIL CODE NY1 C413, 4 CMC
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 4	
Property Type	Number
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
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NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/06/2019
Total Attachments: 6	
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U.S. Patent Security Agreement

U.S. Patent Security Agreement, dated as of December 6, 2019 by TELESAT CANADA (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of March 28, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this U.S. Patent Security Agreement at the request of the 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 Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the 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 Secured Obligations, the Grantor hereby pledges and grants to the 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 Grantor (the "Collateral"):

- (a) Patents of the 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 Collateral.

SECTION 3. 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 Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor 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 Collateral Agent and the Grantor 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, the 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]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: **Daniel Luby**
Title: **Vice President**

{Signature Page to Patent Security Agreement}

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

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Telesat Canada	Satellite system and method for circumpolar latitudes	13876678 09/09/2013	9344182 05/17/2016
2.	Telesat Canada	Satellite system and method for global coverage	14953154 11/27/2015	
3.	Telesat Canada	Satellite communications subsystem in-orbit verification system and methodologies	15779405 05/25/2018	
4.	Telesat Canada	Dual leo satellite system and method for global coverage	16093260 10/12/2018	