

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6678568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TELESAT CANADA	04/27/2021
TELESAT NETWORK SERVICES, INC.	04/27/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE BANK OF NEW YORK MELLON
<b>Street Address:</b>	240 GREENWICH STREET, FLOOR 7E
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10286
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9344182
Patent Number:	10875668
Patent Number:	10567072
Patent Number:	7281260
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	800-713-0755
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
<b>Correspondent Name:</b>	CT CORPORATION
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY
<b>Address Line 2:</b>	SUITE 125
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	04/27/2021
<b>Total Attachments: 6</b>	
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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Telesat Canada  
Telesat Network Services, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 27, 2021

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: The Bank of New York Mellon

Internal Address:

Street Address: 240 Greenwich Street, Floor 7E

City: New York

State: NY

Country: USA Zip: 10286

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized UserName

9. Signature:

*Elaine Carrera*

Signature

April 27, 2021

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1480, Alexandria, V.A. 22313-1480

**U.S. Patent Security Agreement**

**U.S. Patent Security Agreement**, dated as of April 27, 2021 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 April 27, 2021 (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, the Grantors have 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

TELESAT NETWORK SERVICES, INC.

By:   
Name: Christopher S. DiFrancesco  
Title: Secretary

Accepted and Agreed:

THE BANK OF NEW YORK MELLON, as Notes  
Collateral Agent

By:

*Teresa H. Wyszomierski*

Name: Teresa H. Wyszomierski

Title: Vice President

[U.S. Patent Security Agreement]

**PATENT**  
**REEL: 056062 FRAME: 0493**

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

<b>OWNER</b>	<b>REGISTRATION/APPLICATION NUMBER</b>	<b>DESCRIPTION</b>
Telesat Canada	Patent #: 9344182 (Appl #: 13/876,678)	Satellite system and method for circumpolar latitudes
Telesat Canada	Patent #: 10,875,668 (Appl #: 14/953,154)	Satellite system and method for global coverage
Telesat Canada	Patent #: 10,567,072 (Appl #: 15/779,405)	Satellite communications subsystem in-orbit verification system and methodologies
Telesat Network Services, Inc. (formerly, Loral Skynet Network Services, Inc.)	Patent #: 7281260 (Appl #: 09/924,036)	Streaming media publishing system and method.