

. DEPARTMENT OF COMMERCE Patent and Trademark Office

MRO

100948414 JANIAN COVER SHEET TRADEMARKS ONLY

1-5-99
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

copy of the original document.	ormation is true and correct and any attached copy is a true
8. Statement and signature. To the best of my knowledge and belief, the foregoing int	ormation is true and correct and any attached copy is a true
City: New York State: NY ZIP: 10081	⊠ Enclosed
Internal Address: <u>Attn: Loan and Agency Services Group</u> Street Address: <u>I Chase Manhattan Plaza</u> , 8th Floor	7. Total fee (37 CFR 3.41)
Name <u>The Chase Manhattan Bank</u>	
5 Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Additional numbers a	tached? ⊠ Yes □ No
A. Trademark Application No.(s)	B. Frademark Registration No.(s) tached? Yes □ No 6. Total number of applications and
4 Application number(s) or patent number(s):	
Execution Date: December 23, 1998	<u></u>
Se√urit√ Release Agreement	
3 Nature of conveyance	- 1
Other Collateral Agent	11 Other: Limited Liability Corporation
Name: The Chase Manhattan Bank Internal Address: Attn: Loan and Agency Services Group Street Address: 1 Chase Manhattan Plaza, 8th Floor City: New York State: NY ZIP 10081	Name: Iridium IP LLC Street Address: 1575 Eye Street, N.W City: Washington State: D.C. ZIP: 20005
1 Name of conveying party(ies):	2. Name and address of receiving party(ie-)

F			T			No. of Consumer
IRIDIUM	IRIDIUM	IRIDIUM	IRIDIUM TODAY	IRIDIUM & Design	JRIDIUM	MAIIK
1,897,555	74/531,953	2.044.142	1,875,239	1.852,817	1,835,931	APP/JEG //
06/06/95	06/01/94	03/11/97	01/24/95	09/06/94	05/10/94	DATE
21, 25	9	9 14	16	9,38	9, 38	CIA\$\$
Mugs; clothing, namely caps and t-shirts	Telecommunications equipment, namely, satellites, gateways and satellite stations and control apparatus therefor; software for gateways, satellite stations and control apparatus therefor, and subscriber units	Calquiators; watcher and clocks;	Periodic newsletter pertaining to the field of telecommunications	Telecommunication equipment; namely, gateways and satellite stations; subscriber units, namely, handheld, mobile and fixed subscriber units, telecommunication services.	Telecommunication equipment, namely, parts for satellites, gateways and satellite stations; subscriber units, namely, hand-hold, mobile and fixed subscriber units; Telecommunication services including space cellular telecommunication services	GOODS
Section 8/15 Duc 06,06,07	Pending: \$.0.U. or Extension Request due 4/17/98	esstian 8/15 Due 03/11/2003	Section 8/15 Due 01/24/2001	Section 8/15 Due 09/06/2000	Section 8/15 Due 05/10/2000	SIAJUS

						===	Spring Seale
IRIDIUM & Design	ONE WOILLD ONE	Habium a Design		IRIDIUM & Design	IMDIUM & Design	IRIDIUM &	MARK
74/066,346	74/005,022	1,980,91:		74/549,697	2,003,451	1,898,901	APPINEG #11
06/06/90	06/30/95	0423295		07/15/94	09/24/96	06/13/95	APP/IJEG
9, 38	38	9, 38		9	14	16, 18, 21,	CIASS
Telecommunications equipment and services and space based cellular communication equipment and services and space based cellular communication equipment and services.	Telecommunications services, namely, providing full range of personal communications services via satellite	Telecommunications equipment, namely gateway and satellite stations; subscriber units, namely handheld mobile and fixed subscriber units; telecommunication services including space cellular telecommunication services.	satellite stations and control apparatus therefor; computer software for use as an operating system for satellites, gateways, satellite stations and control apparatus therefor, and subscribe; units	Telecommunications equipment, namely satellites, parts for satellites, gatevays and	watches and clocks	Posters and calendars, leather business card holders inggage couting namely shirts and caps	\$2000
Abandoned 07/17/94	Abandaned	Section 8/15 Due 06/18/2002	Cas. 2/20/20	Pending: S.O.U.	Section 8/15 Due 09/24/2002	Section 8/15 Due 06/13/2001	SULVIS

Pending	Satellites	5	10///9/	75/369,778	MACROCELL
Notice of Allowance (8/19/97) SOL or EOT Due: 8/19/98	Telecommunication services	38	04/10/96	75/090,065	WORLDPAGE
Pending SOU or EXT due 19/25/98	Telecommunication services	38	04/10/96	75/088,701	WORLDALERIT
Pending: SOU or EXT Due: 4/15/98	l elecommunication services	38	04/10/96	75/08B 700	IRIDIUM PASSPORT SERVICES
Abandoned	Telecommunication services	38	04/10/96	75/090 067	GLOBETROTTER
Notice of Allowance (10/14/97) SOU or EOT Due: 10/14/98	Telecommunication services	38	04/10/96	75/090,063	GLOBALPAGE
Notice of Allowance (8/19/97) SOU or EXT Due: 8/19/98	Telecommunication services	38	04/10/96	757090,064	GLOBALALERI
SUATUS	GOOS	CLASS	APP/REG	Applice of	MARK

IRIDIUM & 7 DOT DESIGN	MISC 7 DOT DESIGN	HHIDIUM & / DOT DESIGN	MARK
	75/373,903	78/3/3.9 ₀₅	APPINEG II.
Znriozi	10/16/97	10.16.27	BALVA III
21, 24	9,38	့ <u>ပ</u> ပ ငာ	6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00
THIS, Days, mays, comis & hots	Telecommunications equipment, namely, satellites, gateways and satellite stations; subscriber units, namely, hand-held mobile and fixed subscriber units, parts, and software for the foregoing. Telecommunication services via satellite; wireless telecommunications services	Telecommunications equipment namely satellites, gateways and satellite stations; subscriber units, namely, hand-held mobile and fixed subscriber units, parts, and software for the foregoing. Telecommunication services via satellite; wireless telecommunications services	5,000
Panding	Pending	Pending	Snlv1S

TRADEMARK SECURITY RELEASE AGREEMENT

THIS TRADEMARK SECURITY RELEASE AGREEMEN Γ , dated as of December 23, 1998, is executed and delivered by The Chase Manhattan Bank, as collateral agent (the "Collateral Agent") for certain lenders party to the Credit Agreement (as defined below), in favor of Iridium IP LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, Iridium Operating LLC ("Operating"), Chase Securities Inc. and Barclays Capital, the investment banking division of Barclays Bank PLC, The Chase Manhattan Bank, as administrative agent and as Collateral Agent, Barclays Bank PLC, as documentation agent, and the lenders thereunder (the "Lenders") are parties to a Credit Agreement, dated as of December 19, 1997 (as the same may be amended and in effect from time to time among said parties and such Lenders as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Pledge and Security Agreement entered into pursuant to the Credit Agreement (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Operating. Grantor, Iridium Roaming LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, and Iridium Capital Corporation, a duly organized corporation validly existing under the laws of the State of Delaware (collectively, the "Subsidiary Guarantors") and The Chase Manhattan Bank, as Collateral Agent for the secured parties referred to therein, Grantor and the Collateral Agent entered into a certain Trademark Security Agreement (the "Trademark Security Agreement", dated January 27, 1998, whereby Grantor granted to the Collateral Agent for the ratable benefit of such secured parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all Grantor's Trademarks (as defined in the Security Agreement) (the "Trademarks"), including the trademarks listed in Schedule 1, attached hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office. Assignment Division at Reel 1678, Frame 0175:

WHEREAS, the Collateral Agent now agrees to release the security interest with respect to the Trademarks evidenced in the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and Grantor hereby agree as follows:

DC_LAN01: 99254.3

Section 1. <u>Release and Reassignment of Security Interest in Frademarks and License</u>. The Collateral Agent hereby releases and reassigns to Grantor all rights title, and interests in the Trademarks, including all goodwill connected with and symbolized by the Trademarks.

Section 2. <u>Binding Effects</u>; <u>Benefits</u>. This Agreement shall be binding upon the Collateral Agent and its successors and assigns, and shall inure to the benefit of Grantor and its successors and assigns.

Section 3. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAW OR LAWS OF ANOTHER STATE MAY APPLY TO THE TRADEMARK.

Section 4. <u>Section Headings</u>. The Section Headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

DC_LAN01: 99254.3

IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered this Trademark Security Release Agreement under seal as of the date and year first written above.

CHASE MANHATTAN BANK. as Collateral Agent

Title:

BRUCE BORDEN

VICE PRESIDENT

Accepted and agreed to by:

Iridium IP LA

Roy Grant

Vice President

and Chief Financial Officer

IN WITNESS WHEREOF, the Collateral Agent has duly executed and delivered this Trademark Security Release Agreement under seal as of the date and year first written above.

CHASE MANHATTAN BANK. as Collateral Agent

Title

BRUCE BORDEN
VICE PRESIDENT

Accepted and agreed to by:

Iridium IP //LC

Roy Grand

Vice President

and Chief Financial Officer

DC_LAN01: 99254.3

RECORDED: 01/05/1999