

01-13-2009

RECORDED
TELETYPE



103543440

To the Director of the U. S. Patent and Trade

Documents or the new address(es) below.

50-211

1. Name of conveying party(ies):

KVH Industries, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 31, 2008

- Assignment
- Security Agreement
- Other Negative Pledge Agreement Trademark
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal

Address: RI-102-02-06

Street Address: 111 Westminster Street

City: Providence

State: Rhode Island

Country: USA Zip: 02903

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other banking association Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

#3411198 and #3479520

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MINI-VSAT
KVH INDUSTRIES MINI-VSAT BROADBAND

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew P. Doring, Esquire

Internal Address: Hinckley, Allen & Snyder LLP

Street Address: 28 State Street

City: Boston

State: MA Zip: 02109

Phone Number: (617) 345-9000 x. 4130

Fax Number: (617) 345-9020

Email Address: mdoring@haslaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

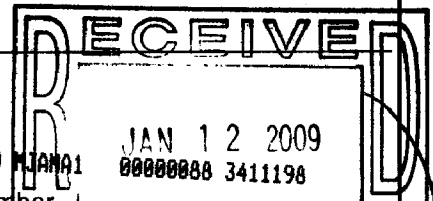
Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name



48.00 OP
25.00 OP

9. Signature:

Signature

Date

Matthew P. Doring, Esquire

Name of Person Signing

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

6

NEGATIVE PLEDGE AGREEMENT

TRADEMARKS

This AGREEMENT made as of the 31st day of December, 2008, by KVH Industries, Inc., a Delaware corporation, having an address of 50 Enterprise Center, Middletown, Rhode Island 02842 (the "Pledgor") for the benefit of Bank of America, N.A. having an address of 111 Westminster Street, RI1-102-02-06, Providence, RI 02903 ("Lender").

WITNESSETH:

On July 17, 2003, the Pledgor, Fleet Capital Corporation (predecessor-in-interest to Banc of America Leasing & Capital, LLC) and Fleet National Bank (predecessor-in-interest to the Lender, as issuing lender and cash management bank) entered into, among other things, that certain Amended and Restated Credit and Security Agreement (as amended to date, the "Credit Agreement") with the Pledgee.

Banc of America Leasing & Capital, LLC assigned all of its rights in and to the Credit Agreement, together with any and all other documents executed and/or prepared in connection therewith (collectively, the "Loan Documents"), to the Lender pursuant to that certain Assignment and Assumption and Amendment and Note Modification Agreement dated as of July 17, 2006, by and among the Pledgor, Banc of America Leasing & Capital, LLC and the Lender. On December 28, 2006, the parties hereto entered into that certain Second Amendment and Note Modification Agreement, on August 20, 2007, the parties hereto entered into that certain Third Amendment and Note Modification Agreement, and on the date hereof, the parties hereto entered into that certain Fourth Amendment and Note Modification Agreement.

In connection with the Loan Documents, Pledgor has agreed not to sell, encumber or transfer in any way any of its trademarks and trademark applications, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), except as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given in the Loan Agreement.
2. Pledgor agrees not to create, assume or suffer to exist any mortgage, pledge, encumbrance, lien, security interest, collateral assignment or other charge of any kind upon the Property except in favor of the Lender.
3. Without the prior written consent of Lender, Pledgor agrees not to sell, transfer, license, exchange, assign or otherwise dispose of the Property; provided, however, that the foregoing restriction shall not apply for so long as no Default or Event of Default exists, to dispositions of the Property which is not used or useful in the business of Pledgor, which, in the aggregate during any consecutive twelve-month period, has a fair market value of \$50,000 or

less, provided that all proceeds thereof are remitted to the Lender as provided under the Loan Agreement.

4. Pledgor agrees not to grant a negative pledge agreement or any other instrument similar to this Agreement to any person other than Lender.

5. Pledgor agrees that its failure to comply with the terms hereof shall constitute an Event of Default as defined in the Loan Documents.

6. Representations and Warranties. The Pledgor represents and warrants to the Lender that:

(a) Pledgor is duly organized, validly existing and in good standing under the laws of the state of its incorporation, is duly qualified to do business and in good standing in each jurisdiction in which the character of its properties or the transaction of its business makes such qualification necessary and has full power to own its properties, to carry on its business as now conducted and to execute, deliver and perform this Agreement;

(b) the execution, delivery and performance of this Agreement and the granting of a negative pledge pursuant hereto: (i) have been duly authorized by all requisite action, on its part, (ii) do not require the consent of any party (including, without limitation, its stockholders and creditors), (iii) will not (A) violate its charter or by-laws, (B) violate any law or regulation or any order of any court, tribunal or governmental agency binding on it or any of its properties, (C) violate or constitute (after due notice or lapse of time or both) a default under any indenture, agreement, license or other instrument or contract to which it is a party or by which it or any of its properties is bound or (D) result in the creation or imposition of any lien of any nature whatsoever on any of its assets (except liens created hereby) and (iv) do not require any filing or registration with, or any permit, license, consent or approval of, any governmental agency or regulatory authority;

(c) this Agreement has been duly executed and delivered by the Pledgor and is a legal, valid and binding obligation, enforceable against the Pledgor in accordance with its terms; and

(d) the Pledgor is the record and beneficial owner of, and has good and valid title to, the Property, subject to no pledge, mortgage, security interest, collateral assignment, lien or encumbrance whatsoever (except liens in favor of Lender).

7. This Agreement shall inure to, and be binding upon, the parties hereto and their successors and assigns.

8. If all sums and indebtedness owing under the Loan Documents shall be fully and indefeasibly paid in cash pursuant to their tenor, and all other obligations, agreements and provisions in the Loan Documents are fully kept and performed, then this Agreement shall become null and void (and Lender shall deliver to Pledgor a discharge of this Agreement in form suitable for recording with the Patent and Trademark Office).

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered as an instrument under seal out of the day and year first above written.

KVH INDUSTRIES, INC.

By: Patrick J. Spratt
Name: PATRICK J SPRATT
Title: CFO

STATE/Commonwealth of Rhode Island

_____, ss Dec. 31, 2008

Then personally appeared the above-named, Patrick J. Spratt and stated that he/she is the duly authorized CFO of KVH Industries, Inc., and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of said company, before me,

Quinn M. DeJesus
Notary Public
My Commission Expires: 7/6/2010

EXHIBIT A

Trademark

Registration No.

MINI-VSAT

3411198

KVH INDUSTRIES MINI-VSAT
BROADBAND

3479520