

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Short-Form Trademark and Patent Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XM Satellite Radio Inc.		06/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Agent		
<b>Street Address:</b>	100 Wall Street, Suite 1600		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2643695	LIQUID METAL	
<b>Serial Number:</b>	77760483	SKYFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	045494-0015		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		
<b>Date:</b>	07/23/2009		

OP \$65.00 2643695

**Total Attachments: 6**

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SHORT-FORM TRADEMARK AND PATENT SECURITY AGREEMENT

WHEREAS, XM Satellite Radio Inc. (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks, service marks and patents listed in the attached Schedule of Trademarks and Patents, and the registrations and applications associated therewith;

WHEREAS, the Grantor has previously entered into that certain Security Agreement, dated as of January 28, 2003, as amended by the First Amendment to Security Agreement, dated as of June 12, 2003, and as further amended by the Second Amendment to Security Agreement, dated as of March 6, 2009 (as further amended as described below and from time to time, the “Security Agreement”; capitalized terms used but not defined herein, shall have the meanings given to them in the Security Agreement), in which the Grantor granted certain interests in favor of JPMorgan Chase Bank, N.A. (the successor in interest to the Bank of New York) as agent for the benefit of the Secured Parties; and

WHEREAS, contemporaneously with the execution of this Short-Form Trademark and Patent Security Agreement, the Grantor has entered into that certain Third Amendment to Security Agreement, pursuant to which U.S. Bank National Association has been appointed successor in interest to JP Morgan Chase Bank, N.A. and agent (the “Agent”) for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Agent and the Secured Parties to execute this Short-Form Trademark and Patent Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby:

(a) grants to the Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement, a security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

(i) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 4.2(C), and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of any Grantor's business symbolized by the foregoing and connected therewith, and (E) all of any Grantor's rights corresponding thereto throughout the world; and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, in each case, excluding assets described in the definition of Excluded Collateral

as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations, provided, however, that the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral. Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark and Patent Security Agreement and the Security Agreement, the Security Agreement shall control; and

(b) grants to the Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement, a security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"):

(i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 4.2(B), and (A) all extensions and adjustments thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all of Grantor's rights corresponding thereto throughout the world; and (ii) proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits, excluding assets described in the definition of Excluded Collateral

as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations, provided, however, that the Patent Collateral does not and shall not include any Patent that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Patent Collateral. Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark and Patent Security Agreement and the Security Agreement, the Security Agreement shall control; and

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral or Patent Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral or Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Short-Form Trademark and Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral or Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and Patent Collateral 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.

This Short-Form Trademark and Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

Date: June 30, 2009

**XM SATELLITE RADIO INC.**

By: 

Name: Patrick L. Donnelly

Title: Secretary

**ACKNOWLEDGED:**

**U.S. BANK NATIONAL ASSOCIATION, AS  
AGENT**

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Trademark and Patent Security Agreement]

**TRADEMARK  
REEL: 004030 FRAME: 0734**

ACKNOWLEDGMENT

STATE OF NEW YORK )  
 )SS.  
COUNTY OF NEW YORK )

I, Madeline T. Couton, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Patrick L. Donnelly, of XM Satellite Radio Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29<sup>th</sup> day of June, 2009.

Madeline T. Couton  
Notary Public

My Commission Expires:

MADELINE T COUTON

NOTARY PUBLIC, State of New York

No. 31-01CO5837979

Qualified in New York County

Commission Expires October 31, 20 10

Date: June 30, 2009

**XM SATELLITE RADIO INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED:**

**U.S. BANK NATIONAL ASSOCIATION, AS  
AGENT**

By:   
Name: **Thomas E. Tabor**  
Title: **Vice President**

## SCHEDULE OF PATENTS AND TRADEMARKS

### PATENTS

#### U.S. Patent Applications Pending

Title	Application Date	Application No.	Publication No.
Remote vehicle infotainment apparatus and interface	6/10/2008	12/136,665	20090075624
System and method for providing recording and playback of digital media content	10/20/2008	12/289,085	20090061762

### TRADEMARKS/SERVICE MARKS:

#### U.S. Trademarks Registered

Trademark	Application No.	Application Date	Registration No.	Registration Date
LIQUID METAL	76002550	17-MAR-2000	2643695	29-OCT-2002

#### U.S. Trademark Applications Pending

Trademark	Basis	Application No.	Application Date
SKYFI	Use Based	77760483	16-JUN-2009
THE BEST OF BOTH WORLDS!	Intent to Use	77686149	09-MAR-2009