

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Previously Recorded at Reel/Frame 3414/494 (1st Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		09/29/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Iridium Satellite LLC
Street Address:	8440 South River Parkway
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85254
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2350140	IRIDIUM
Registration Number:	2314418	
Registration Number:	2314417	IRIDIUM
Registration Number:	1835931	IRIDIUM
Registration Number:	2219112	IRIDIUM
Registration Number:	2277992	IRIDIUM
Registration Number:	2295579	FREEDOM TO COMMUNICATE. ANYTIME, ANYWHERE.

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.
 Address Line 1: Sidley Austin LLP

CH \$190.00 2350140

900162008

**TRADEMARK
 REEL: 004205 FRAME: 0034**

Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	18685-10230
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	05/12/2010

Total Attachments: 5
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September 29, 2009

BY EMAIL AND FACSIMILE

Iridium Holdings LLC
6707 Democracy Blvd, Suite 300
Bethesda, MD 20817
Attention: John Brunette

Iridium Satellite LLC
8440 South River Parkway
Tempe, AZ 85254
Attention: Eric Morrison

Re: Repayment of First Lien Credit Agreement

Gentlemen:

Reference is made to the First Lien Credit Agreement, dated as of July 27, 2006 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), among Iridium Holdings LLC, a Delaware limited liability company ("Holdings"), Iridium Satellite LLC, a Delaware limited liability company (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") Lehman Brothers Inc. and Morgan Stanley Senior Funding, Inc as joint lead arrangers and joint bookrunners (in such capacity, the "Arrangers"), Morgan Stanley Senior Funding, Inc., as syndication agent (in such capacity, the "Syndication Agent"), and Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, capitalized terms are used herein as defined in the Credit Agreement.

In our capacity as the Administrative Agent, we are providing this letter to you upon your request in connection with the proposed repayment and satisfaction of all obligations of the Borrower and the other Loan Parties under the Credit Agreement and the other Loan Documents (collectively, the "Obligations") in order to set forth the amount of the Obligations required to be paid in cash on September 29, 2009 to implement such settlement and satisfaction.

The following Obligations are outstanding under the Credit Agreement and the other Loan Documents as of September 29, 2009, in an aggregate amount of U.S.\$ (the "Payoff Amount"): _____

Please note that the amounts set forth above which comprise the Payoff Amount assume that no further extension of credit (or repayment of the Loans) will be made under the Credit Agreement after the date of this letter. Please note that if the Payoff Amount is not paid by 3 p.m. New York City time on September 29, 2009, the Payoff Amount will be increased by an amount equal to U.S.\$: _____ for each day after September 29, 2009. The Borrower acknowledges that the Payoff Amount does not include any LIBOR breakage costs (if any) that may be incurred and that such amounts will be calculated following receipt of the Payoff Amount and said amounts will be payable to the Administrative Agent upon request, which request must be made within 10 days of the date hereof.

Payment of the Payoff Amount shall be made by wire transfer of immediately available funds to:

Citibank
ABA 021-0000-89
For credit to Account No. 30434141
Account Name: LCPI Bank Loans Agency (Lehman Brothers)
Reference: Iridium Satellite – First Lien

This letter confirms that effective as of the time of receipt by (such time being referred to as the "Effective Time") the Administrative Agent of the Payoff Amount in the manner described above and this letter duly executed by the Borrower:

(1) all outstanding Loans and all other Obligations owing by the Borrower and the other Loan Parties under the Credit Agreement and the other Loan Documents (including all principal, accrued interest and fees) shall be paid in full and the Credit Agreement and all obligations, contingent or otherwise, of the Borrower thereunder and under the other Loan Documents shall be terminated (other than those which survive by the terms of the Credit Agreement or such other Loan Documents);

(2) all liens and security interests of the Administrative Agent in and to any and all properties and assets of the Borrower and the other Loan Parties, whether personal, real or mixed, tangible or intangible, granted under or pursuant to the Loan Documents, securing their obligations in favor of the Secured Parties, including but not limited to, the liens and security interests granted under and pursuant to the Security Documents, shall automatically be released and terminated; and

(3) the Commitments shall be terminated.

In the event that the Effective Time has not occurred by close of business on October 6, 2009, this letter shall expire, and shall be of no further force and effect.

Lehman Commercial Paper Inc., in its capacity as Administrative Agent, will, from and after the Effective Time, deliver any collateral (including any chattel paper, certificated securities or instruments) then in its possession and any termination statements or documents as the Borrower may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of the security interests and liens described in clause (2) above. The Borrower is, from and after the Effective Time, authorized to file UCC termination statements (without the signature of Lehman Commercial Paper Inc.) for each of the UCC financing statements naming the Borrower or any other Loan Party as debtor relating to the liens securing the Obligations under the Credit Agreement and the other Loan Documents. All of the foregoing deliveries shall be at the expense of the Borrower, with no liability to the Administrative Agent or any Lender, and with no representation or warranty by, or recourse to, the Administrative Agent or any Lender.

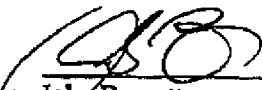
Very truly yours,

Lehman Commercial Paper Inc.,
as Administrative Agent


By: 
Name: Roopali Hall
Title: Vice President

Acknowledged and
Agreed to as of the date
first written above:

IRIDIUM HOLDINGS LLC

By: 
Name: John Brunette
Title: Chief Legal and Administrative Officer

IRIDIUM SATELLITE LLC

By: 
Name: John Brunette
Title: Chief Legal and Administrative Officer

[Signature Page to Payoff Letter – First Lien Credit Agreement]

Schedule 6

INTELLECTUAL PROPERTY

**Iridium Satellite LLC
(Delaware Corporation)**

U.S. Patents

Description	Patent No.	Issued
INTERNET WORKING SYSTEM AND METHOD FOR A GLOBAL TELECOMMUNICATIONS NETWORK	6421727	07/16/02
METHOD AND SYSTEM FOR VALIDATING SUBSCRIBER IDENTITIES IN A COMMUNICATIONS	6338140	01/08/02
ERROR MANAGEMENT IN A MESSAGING/TELEPHONY LOCATION INTERWORKING SERVICE	6314288	11/06/01
REREGISTRATION OF NETWORK UNITS	6285882	09/04/01
METHOD AND SYSTEM FOR LOCATING SUBSCRIBERS IN A GLOBAL COMMUNICATIONS	6198922	03/06/01
METHOD AND SYSTEM FOR UNIFORM CALL TERMINATION TREATMENT IN A GLOBAL COMMUNICATIONS	6160995	12/12/00
CALL CONVERSION PROCESS FOR A BUSINESS SYSTEM FOR A GLOBAL TELECOMMUNICATIONS NETWORK	6134307	10/17/00
SYSTEM AND/OR METHOD FOR CALL INTERCEPT CAPABILITY IN A GLOBAL MOBILE SATELLITE COMMUNICATIONS SYSTEM	6122499	09/19/00

Canadian Patent

Pending Application

Description	Appl. No.	Filing Date	Country
System/Method for call intercept	2,338,858	7/30/99	Canada

U.S. Trademarks

Mark	Registration No.	Registration Date
IRIDIUM and Design	2350140	05/16/00
Design only	2314418	02/01/00
IRIDIUM and Design	2314417	02/01/00
IRIDIUM	1835931	05/10/94
IRIDIUM	2219112	01/19/99
IRIDIUM and Design	2277992	09/14/99
FREEDOM TO COMMUNICATE, ANYTIME, ANYWHERE	2295579	11/30/99

Canadian Trademark

Mark	Registration No.	Registration Date
IRIDIUM	TMA440671	03/17/95