TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IIThe Bank of New York Mellon	FORMERLY The Bank of New York	10/01/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LightSquared LP
Street Address:	10802 Parkridge Boulevard
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20191
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	ATC Technologies, LLC	
Street Address:	10802 Parkridge Boulevard	
City:	Reston	
State/Country:	VIRGINIA	
Postal Code:	20191	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78739210	NEXTGEN
Registration Number:	1982781	SKYCELL
Registration Number:	2007216	MSAT
Registration Number:	2007217	SKYCELL
Registration Number:	2018420	SKYCELL
Registration Number:	2768451	MOBILE SATELLITE VENTURES
Registration Number:	2959303	KEEP ON TRACKING

TRADEMARK
REEL: 004291 FRAME: 0253

H \$190 00

900173335

CORRESPONDENCE DATA

Fax Number: (212)822-5429

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2125305000

Email: trademark@milbank.com

Correspondent Name: William J. McNamara

Address Line 1: 1 Chase Manhattan Plaza

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	38549.01900
NAME OF SUBMITTER:	William J. McNamara
Signature:	/William J. McNamara/
Date:	10/06/2010

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE, dated as of October 1, 2010 is made by The Bank of New York Mellon, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders").

WITNESSETH

WHEREAS, pursuant to the Security Agreement, dated March 30, 2006, made by LightSquared LP (as Mobile Satellite Ventures LP), and the subsidiary guarantors (the "Grantors") in favor of the Agent (as The Bank of New York, predecessor in interest to The Bank of New York Mellon), a security interest ("Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as herein defined);

WHEREAS, under the terms of the Security Agreement and as a condition thereof, the Grantors executed certain notices of the Grant of Security Interest, dated March 30, 2006 and recorded with The United States Patent and Trademark Office on April 6, 2006 at Reel/Frame 3283/0546 Grantors granted the Agent a security interest in and to the Trademarks, including goodwill (the "Trademark Collateral");

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest in the Trademark Collateral, including, without limitation those items listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

- 1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title, and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference to the Security Agreement.
- 2. Release of Security Interest. The Agent hereby, terminates, releases, and discharges its Security Interest in the Trademark Collateral, and any right title and interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. Further Assurances. The Agent hereby agrees, at the request and at the expense of the Grantors, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

By:	M	noted elessy
	Name: Title:	Timothy W. Gasey Senior Associate
	ITSQUAREI LightSquare	o LP ed GP Inc., its General Partno
Bý:	·	
	Name: Title:	
LIGH	ITSQUAREI	D GP INC.
By:		
	Name: Title:	
LIGH	ITSQUAREJ	D FINANCE CO.
By:	· .	
	Name: Title:	
ATC		OGIES, LLC LP, its Managing Member
By: L By: L		GP Inc., the General Partner of

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

IN WITNESS WHEREOF, the Undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

By:	-
	Name: Title:
	ITSQUARED LP
By: I	LightSquared GP Inc., its General Partner
By:	Nion Oplesty
•	Name: Dion Oglesby
	Title: CFO
LICE	ITSQUARED GP INC.
LIGI	De Colle
By:	Dion Course
	Name: Dion Oglesby Title: CFO
LIGI	ITSQUARED FINANCE CO.
By:	Dron Oglasby
Dy.	Name: Dion Oglesby
	Title: CFO
	TECHNOLOGIES, LLC ightSquared LP, its Managing Member
By: I	ightSquared GP Inc., the General Partner of
	Squared LP
	0.500
By:	Dion Ogosly
•	Name: Dion Oglesby
	Title: CEO J

LIGHTSQUARED SUBSIDIARY LLC

By: LightSquared LP, its Managing Member

By: LightSquared GP Inc., the General Partner of

LightSquared LP

By:

SKYTERRA INTERNATIONAL, LLC

By: LightSquared LP, its Managing Member

By: LightSquared GP Inc., the General Partner of

LightSquared LP

By:

Title:

LIGHTSQUARED INC, OF VIRGINIA

By:

Title: CFO

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Reel/Frame: 3283/0546:

U.S. Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
LightSquared LP	1982781	SKYCELL
LightSquared LP	2007216	MSAT
LightSquared LP	2007217	SKYCELL
LightSquared LP	2018420	SKYCELL and design
LightSquared LP	2768451	MOBILE SATELLITE VENTURES
LightSquared LP	2959303	KEEP ON TRACKING

U.S. Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ATC Technologies, LLC	78/739210	NEXTGEN

#4840-1892-3527

RECORDED: 10/06/2010