

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIRIUS XM CONNECTED VEHICLE SERVICES INC.		05/06/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	500 Stanton Christiana Rd.		
Internal Address:	Ops2, 3rd Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3039449	ATX	
Registration Number:	3052211	ATX	
Registration Number:	3918073	IROUTE	
Registration Number:	4295885	BROWSE BY VOICE	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.715.9205		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	067466/00001		
NAME OF SUBMITTER:	TANIA C. RAMOS		
SIGNATURE:	/TANIA C. RAMOS/		
DATE SIGNED:	05/07/2014		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 6, 2014, by SIRIUS XM CONNECTED VEHICLE SERVICES INC. (the “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of December 5, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.13 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

SIRIUS XM CONNECTED VEHICLE SERVICES
INC.

By: 
Name: Patrick L. Donnelly
Title: Secretary

[Signature Page to Trademark Security Agreement]

Schedule I
U.S. Trademark Registrations

U.S. Trademark Registrations:

Owner	Reg. No.	Mark
Sirius XM Connected Vehicle Services Inc.	3,039,449	ATX
Sirius XM Connected Vehicle Services Inc.	3,052,211	ATX (Design)
Sirius XM Connected Vehicle Services Inc.	3,918,073	IROUTE
Sirius XM Connected Vehicle Services Inc.	4,295,885	BROWSE BY VOICE