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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM712507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIASAT, INC.		03/04/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	900 W Trade St.
Internal Address:	MC: NC-026-06-09, Attn: Mac Legal
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 31

900679660

Property Type	Number	Word Mark	
Serial Number:	78077718	ACCELENET	
Serial Number:	76525949	ALTASEC	
Serial Number:	78696728	ALTASEC	
Serial Number:	76164091	ARCLIGHT	
Serial Number:	77450090	ENERLINKSII	
Serial Number:	86245688	EXEDE	
Serial Number:	85511704	EXEDE	
Serial Number:	76196222	LINKSTAR	
Serial Number:	75822414	LINKWAY	
Serial Number:	90255359	NETAGILITY	
Serial Number:	76051102	NNU	
Serial Number:	75938206	RIGNET	
Serial Number:	86779296	RIGNET INTERCHANGE	
Serial Number:	87607320		
Serial Number:	75179874	SKYLINX	
Serial Number:	76427629	SURFBEAM	
Serial Number:	76008519	TRACKOS	
Serial Number:	76008518	TRACKOS	

Property Type	Number	Word Mark
Serial Number:	88584277	UPLIFTING THE JOURNEY
Serial Number:	87052978	VIA
Serial Number:	74176597	VIASAT
Serial Number:	74718642	VIASAT
Serial Number:	87229059	VIASAT
Serial Number:	78731209	VIASAT
Serial Number:	87607343	VIASAT
Serial Number:	75474734	VIASAT EMAIL
Serial Number:	78475506	W
Serial Number:	78509052	W WILDBLUE
Serial Number:	78542307	WILDBLUE
Serial Number:	78347036	WILDBLUE
Serial Number:	77764354	YONDER

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/07/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>"), dated as of March 4, 2022, is entered into by VIASAT, INC., a Delaware corporation (the "<u>Grantor</u>"), and BANK OF AMERICA, N.A., as Collateral Agent for the Secured Parties (in such capacity, the "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and between the Grantor and the Agent (the "Security Agreement"), Grantor has agreed to grant to the Agent a first-priority lien and security interest in its Trademark Collateral (as defined below); and

WHEREAS, in connection with the security interest granted by the Grantor to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, the Grantor executes and delivers to the Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent a continuing first-priority lien and security interest (subject to Liens permitted under Section 6.02 of the Credit Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
 - (a) all of its trademarks, trademark registrations, trade names, trademark applications, service marks, designs, logos and other source or business identifiers, including the U.S. trademark registrations and U.S. trademark applications with the United States Patent and Trademark Office listed on Schedule I;
 - (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark;
 - (c) rights to sue for past, present and future infringements thereof;
 - (d) rights corresponding thereto throughout the world; and
 - (e) renewals of any of the foregoing,

provided that no security interest shall be granted in, and the term "Trademark Collateral" shall not include, United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law.

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. The grant of a lien and security interest in the Trademark Collateral by Grantor pursuant to this Trademark Security Agreement secures the payment and performance of the Secured Obligations.
- 4. <u>SECURITY AGREEMENT</u>. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interests granted to Agent pursuant to the Security Agreement. Each of Grantor and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent and obligations of the Grantor with respect to the lien and security interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any new trademark rights of Grantor included in the Collateral in accordance with the provisions of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>BINDING EFFECT</u>. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; <u>provided</u>, <u>however</u>, the Grantor shall not assign or delegate any of its rights or duties hereunder without the prior written consent of the Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Security Agreement.
- 7. <u>CAPTIONS</u>. The captions contained in this Trademark Security Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.
- 8. <u>TERMINATION AND RELEASE</u>. This Trademark Security Agreement shall terminate automatically upon the termination of the Security Agreement.
- 9. <u>ENTIRE AGREEMENT</u>. This Trademark Security Agreement, together with the Security Agreement and other Loan Documents, embodies the entire agreement and understanding between the Grantor and the Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Agent relating to the Trademark Collateral.

- 10. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.
- 11. <u>AMENDMENTS</u>. Other than as permitted pursuant to the Security Agreement, neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Security Agreement.
- 12. <u>GOVERNING LAW; VENUE</u>. SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE MUTATIS MUTANDIS.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VIASAT, INC., a Delaware corporation

By:

Name: Shawn Duffy

Title: Senior Vice President and Chief

Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Collateral Agent

Name: Denise Jones
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

coulltry	navellal v	Status	Application #	Application pare	Kegistiation Date	WESISHERION #	Certific
United States of America	ACCELENE! & Design	Registered	9/952597	08/06/2001	05/25/2004	7977580	ViaSat Inc.
United States of America	ALTASEC & Design	Registered	78696728	08/19/2005	12/12/2006	3183112	ViaSat, Inc.
United States of America	ARCLIGHT	Registered	76164091	11/13/2000	10/29/2002	2641826	ViaSat, Inc.
United States of America	ENERLINKSII	Registered	77450090	04/16/2008	09/15/2009	3682029	ViaSat, Inc.
United States of America	EXEDE	Registered	86245688	04/08/2014	07/07/2015	4767010	ViaSat, Inc.
United States of America	EXEDE	Registered	85511704	01/09/2012	08/21/2012	4194330	ViaSat, Inc.
United States of America	LINKSTAR	Registered	76196222	01/19/2001	08/19/2003	2753736	ViaSat, Inc.
United States of America	LINKWAY	Registered	75822414	10/14/1999	07/15/2003	2735771	ViaSat, Inc.
United States of America	NETAGILITY	Pending	90255359	10/14/2020			ViaSat, Inc.
United States of America	NNU	Registered	76051102	05/18/2000	06/10/2003	2724881	ViaSat, Inc.
United States of America	RIGNET	Registered	75938206	3/8/2000	11/5/2002	2756604	RigNet, Inc.
United States of America	RIGNET INTERCHANGE &						RigNet, Inc.
	Design	Registered	86779296	7/31/2018	7/31/2018	5530609	
United States of America	Signal Design	Registered	87607320	09/13/2017	11/27/2018	5618681	ViaSat, Inc.
United States of America	SKYLINX	Registered	75179874	10/09/1996	08/04/1998	2179285	ViaSat, Inc.
United States of America	SURFBEAM	Registered	76427629	07/05/2002	04/15/2003	2706956	ViaSat, Inc.
United States of America	TRACKOS	Registered	76008519	03/23/2000	06/24/2003	2728521	ViaSat, Inc.
United States of America	TRACKOS and Design	Registered	76008518	03/23/2000	06/24/2003	2728520	ViaSat, Inc.
United States of America	UPLIFTING THE JOURNEY	Registered	88584277	08/19/2019	03/16/2021	6296206	ViaSat, Inc.
United States of America	VIA	Registered	87052978	05/27/2016	03/31/2020	6024406	ViaSat, Inc.
US-California	VIASAT	Registered	28163	09/10/1986	09/10/1986	28163	ViaSat, Inc.
United States of America	VIASAT	Registered	74176597	06/17/1991	04/11/1995	1888961	ViaSat, Inc.
United States of America	VIASAT	Registered	74718642	08/21/1995	08/27/1996	1996891	ViaSat, Inc.
United States of America	VIASAT	Registered	87229059	11/07/2016	09/24/2019	5868771	ViaSat, Inc.
United States of America	VIASAT (Stylized) & Design	Registered	78731209	10/11/2005	01/23/2007	3201013	ViaSat, Inc.
United States of America	VIASAT and Signal Design	Registered	87607343	09/13/2017	11/27/2018	5618683	ViaSat, Inc.
United States of America	VIASAT EMAIL	Registered	75474734	04/27/1998	01/22/2002	2531087	ViaSat, Inc.
United States of America	W & Design (Stylized)	Registered	78475506	08/30/2004	03/14/2006	3069378	ViaSat, Inc.
United States of America	W WILDBLUE & Design	Registered	78509052	11/01/2004	03/21/2006	3072167	ViaSat, Inc.
United States of America	WILDBLUE	Registered	78542307	01/05/2005	10/17/2006	3160428	ViaSat, Inc.
United States of America	WILDBLUE	Registered	78347036	12/31/2003	02/28/2006	3064348	ViaSat, Inc.
United States of America	YONDER	Registered	77764354	06/19/2009	01/19/2010	3739881	ViaSat, Inc.

TRADEMARK

REEL: 007651 FRAME: 0430

RECORDED: 03/07/2022