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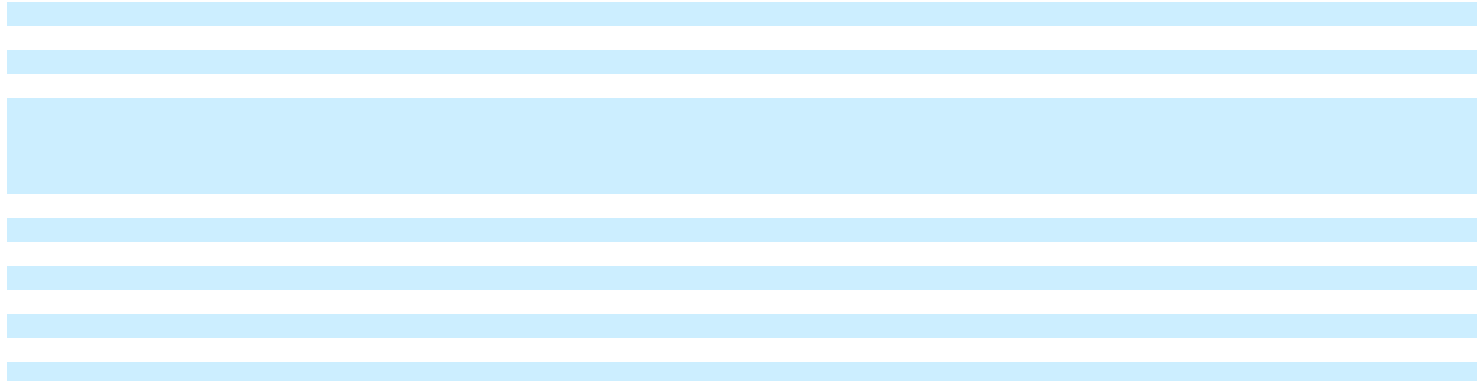
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In connection with the Merger Agreement, LSAT executed a Lock-Up Agreement dated December 15, 2009, in favor of the Issuer (the "Lock-Up Agreement") and entered into a Registration Rights Agreement with the Issuer dated December 15, 2009 (the "Registration Rights Agreement"), setting forth certain disposition restrictions, as well as registration rights, with respect to securities of the Issuer.

Pursuant to the Lock-Up Agreement, LSAT and its controlled affiliates (collectively, the "Liberty Restricted Parties") are prohibited from disposing of any securities constituting the LSAT Share Consideration for 60 days after December 15, 2009 and are restricted thereafter to daily and monthly sale limitations with respect to the securities constituting the LSAT Share Consideration until December 15, 2010, in each case subject to limited exceptions.

Under the Registration Rights Agreement, the Issuer agreed to file a registration statement on Form S-3 with the Securities and Exchange Commission to register the resale of the shares of Common Stock of the Issuer issued in connection with the Merger pursuant to the Merger Agreement (including the securities constituting LSAT Share Consideration) and to use commercially reasonable efforts to maintain the effectiveness of such registration statement until the effective date of the offering of such securities.



M. LaVoy Robison  
1727 Tremont Place  
Denver, Colorado 80202

Director of Liberty; Executive Director and a Board Member of the Anschutz Foundation

Larry E. Romrell

Director of Liberty

David J.A. Flowers

Senior Vice President and Treasurer of Liberty

Albert E. Rosenthaler

Senior Vice President of Liberty

Christopher W. Shean

Senior Vice President and Controller of Liberty

Charles Y. Tanabe

Executive Vice President and General Counsel of Liberty

8

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#### EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
7(a)	Agreement and Plan of Merger, dated as of September 30, 2009, by and among ViaSat, Inc., WildBlue Holding, Inc. and Aloha Merger Sub, Inc. (Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer on October 2, 2009).
7(b)	Registration Rights Agreement, dated as of December 15, 2009, by and among ViaSat, Inc. and the Holders listed on Schedule A thereto. (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on December 18, 2009).
7(c)	Lock-Up Agreement dated as of December 15, 2009, executed by Liberty Satellite, LLC.

9

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**ViaSat, Inc.  
Lock-Up Agreement**

**December 15, 2009**

ViaSat, Inc.  
6155 El Camino Real  
Carlsbad, CA 92009

Re: ViaSat, In

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An attempted Transfer in violation of this Lock-Up Agreement shall be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the Transfer restrictions set forth in this Lock-Up Agreement, and shall not be recorded on the stock transfer books of Parent. In order to ensure compliance with the restrictions referred to herein, the Company Stockholder agrees that Parent may issue appropriate "stop transfer" certificates or instructions. Parent may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents or instruments evidencing ownership of the Shares:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

This Lock-Up Agreement shall automatically terminate upon the expiration of the Limited Sales Period.

Upon the termination of this Lock-Up Agreement or the release of any Shares from this Lock-Up Agreement, Parent shall cooperate with the Company Stockholder (and any Affiliate subject to the restrictions of this Lock-Up Agreement) to facilitate the timely preparation and delivery of certificates representing Shares without the restrictive legend above or the withdrawal of any stop transfer instructions.

The Company Stockholder understands that Parent is relying upon this Lock-Up Agreement in entering into the Merger Agreement and proceeding toward consummation of the Merger. The Company Stockholder further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the Company Stockholder's heirs, legal representatives, successors and assigns.

This Lock-Up Agreement shall be governed and construed on the same basis as the Merger Agreement, as set forth therein.

3

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Very truly yours,

**LIBERTY SATELLITE, LLC**

By: /s/ Mark D. Carleton  
Name: Mark D. Carleton  
Title: Senior Vice President

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[LOCK-UP AGREEMENT]

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