

August 26, 2010

FILED ELECTRONICALLY

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: Notice of Ex Parte Presentation
WT Docket No. 02-55
ET Docket Nos. 00-258 and 95-18
New DBSD Satellite Services G.P., Applications for Transfer of Control
File Nos. SAT-T/C-20091211-00144, et al.

Dear Ms. Dortch:

On August 25, 2010, R. Gerard Salemme of ICO Global Communications (Holdings) Limited (“ICO Global”) and the undersigned met with Angela Giancarlo, Chief of Staff and Senior Legal Advisor to Commissioner McDowell, and Charles Mathias, Legal Advisor to Commissioner Baker, regarding the above-captioned proceedings.

During the meeting, we explained that DBSD (fka ICO North America) and ICO Global are different entities engaged in different businesses. DBSD – not ICO Global – is and has always been the MSS licensee. DBSD has exclusive rights to operate satellite systems in North America and ICO Global was prohibited from operating satellites in North America. ICO Global’s business plans are focused entirely on the international market using a different satellite system. Indeed, DBSD’s investors insisted on corporate separation between DBSD and ICO Global as a condition of investing in DBSD, because they did not want any liability for ICO Global’s operations outside the U.S. Following the formation of DBSD in 2004, ICO Global provided no financial support to DBSD whatsoever. Corporate governance was also separate. The ICO Global board has no ability to make decisions on behalf of DBSD, and the DBSD board has no ability to make decisions on behalf of ICO Global.

We noted that Sprint’s reference to overlapping personnel as somehow demonstrating the “intertwined” nature of the companies is meritless. While there are some individuals with roles in both companies, not all employees are shared; many U.S. employees are exclusive employees of DBSD and the companies function totally separately. Virtually all of the employees that worked on the DBSD business were employed by DBSD (not ICO), with ICO Global

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reimbursing DBSD on an arms length basis for services provided by DBSD employees to ICO Global.

We explained that extending an MSS licensee's liability for relocation reimbursement costs to a shareholder or investor in the licensee would effectively broaden the reimbursement rules to require joint and several liability for those costs. We noted that two federal courts have held that the current BAS reimbursement rules "compel" the conclusion that only licensees are liable for reimbursement costs. Sprint itself acknowledged as much when it brought an action in Federal District Court to "enforce" the Commission's reimbursement rules, telling the court that those rules imposed liability on "MSS licensees" and suing DBSD and not ICO Global. Because it had no liability for relocation costs, ICO Global was not a party to the pending DBSD bankruptcy proceeding – there was no reason for it to seek party status.

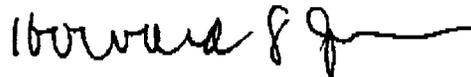
We also explained that imposing liability on shareholders or investors would also impermissibly pierce the corporate veil by making a parent corporation liable for its subsidiary's obligations. As explained above, ICO Global and DBSD have always functioned as separate entities in separate businesses.

Finally, we noted that not only would it be legally impermissible to impose liability for relocation costs on ICO Global, it would be grossly unfair. ICO Global (even as the parent company of DBSD) never utilized the BAS spectrum or received any benefit from Sprint's band clearing activities, and it never will now that it has lost all but a minimal interest in DBSD. We reviewed the history of BAS relocation and explained that holding ICO Global liable for reimbursing Sprint's past BAS relocation costs would be a windfall for Sprint, because Sprint had not cleared the BAS band in accordance with deadlines and the burden of risks explicitly identified by the Commission and accepted by Sprint in the *800 MHz* proceeding.

Pursuant to section 1.1206(b) of the Commission's rules, an electronic copy of this letter is being filed electronically with the Office of the Secretary and served electronically on the Commission participants in the meetings.

Should there be any questions regarding this matter, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard J. Symons", with a long horizontal flourish extending to the right.

Howard J. Symons

cc: Angela Giancarlo
Charles Mathias