
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): October 31, 2011

ViaSat, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
**(State or Other Jurisdiction of
Incorporation)**

000-21767
(Commission File No.)

33-0174996
**(I.R.S. Employer
Identification No.)**

6155 El Camino Real
Carlsbad, California 92009
(Address of Principal Executive Offices, Including Zip Code)

(760) 476-2200
(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

ViaSat, Inc., a Delaware corporation (“ViaSat”), entered into the Eighth Amendment to Fourth Amended and Restated Revolving Loan Agreement dated as of October 31, 2011 (the “Eighth Amendment”), which amends the Fourth Amended and Restated Revolving Loan Agreement dated as of July 1, 2009 with Bank of America, N.A., Union Bank, N.A., JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, Compass Bank, Credit Suisse AG, Cayman Islands Branch, Bank of the West, and other lenders party thereto (the “Credit Agreement”). Under the Eighth Amendment, the definition of “EBITDA” is amended and restated in its entirety.

Certain of the lenders under the Credit Agreement, and their respective affiliates, have performed, and may in the future perform, for ViaSat and its affiliates various commercial banking, investment banking, financial advisory or other services, for which they have received and/or may in the future receive customary compensation and expense reimbursement.

The description of the Eighth Amendment contained herein does not purport to be complete and is qualified in its entirety by reference to the complete text of the Eighth Amendment, which is attached as Exhibit 10.1 to this report and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Eighth Amendment to Fourth Amended and Restated Revolving Loan Agreement, dated as of October 31 2011, by and among ViaSat, Inc., Bank of America, N.A., Union Bank, N.A., JPMorgan Chase Bank, N.A., Wells Fargo Bank, National Association, Compass Bank, Credit Suisse AG, Cayman Islands Branch, Bank of the West, and other lenders party thereto.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 4, 2011

ViaSat, Inc.

By: /s/ Keven K. Lippert

Keven K. Lippert

Vice President, General Counsel and Secretary

October 31, 2011

ViaSat, Inc.
6155 El Camino Real
Carlsbad, California 92009
Attention: Paul Castor, Esq.

Re: Eighth Amendment to Fourth Amended and Restated Revolving Loan Agreement (this "Amendment")

Gentlemen:

We refer to that certain Fourth Amended and Restated Revolving Loan Agreement dated as of July 1, 2009 among ViaSat, Inc., a Delaware corporation (the "Borrower"), each lender from time to time party thereto, Union Bank, N.A., as Administrative Agent, Bank of America, N.A., as Syndication Agent, JPMorgan Chase Bank, N.A., Compass Bank and Wells Fargo Bank, National Association, as Co-Documentation Agents, Credit Suisse AG, Cayman Islands Branch and Bank of the West, as Co-Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Union Bank, N.A., as Joint Lead Arrangers and Joint Book Runners, and Union Bank, N.A., as Collateral Agent (as amended, modified or supplemented from time to time, the "Credit Agreement"). Capitalized terms used herein and not defined shall have the meanings assigned to them in the Credit Agreement.

The Borrower has requested, and the Requisite Lenders have agreed, effective as of September 30, 2011, to amend the Credit Agreement in certain respects in accordance with the terms of this Amendment. Accordingly, the Credit Agreement is amended so that the definition of "EBITDA" is amended and restated in its entirety to read as follows:

"EBITDA" means the sum of (a) Net Income plus (b) to the extent deducted in determining Net Income, (i) Interest Expense, (ii) expense for taxes paid or accrued, (iii) depreciation, (iv) amortization, (v) non-cash losses as a result of the disposition of customer premises equipment, (vi) any extraordinary non-cash or nonrecurring non-cash charges or losses, (vii) any non-cash charges arising from compensation expense as a result of the adoption of Financial Accounting Standards Board Statement 123 (Revised 2004), "Share-Based Payment", which requires certain stock-based compensation to be recorded as expense within the Borrower's consolidated statement of operations, (viii) non-recurring expenses for professional services, regulatory clearances and filings, transfer fees, severance payments and other similar closing costs (to the extent such expenses are not capitalized by the Borrower) incurred in connection with Permitted Acquisitions and reasonably approved by the Administrative Agent and (ix) with respect to the operating costs related to the ViaSat-1 Project, (A) up to \$300,000 incurred during Borrower's Fiscal Quarter ended April 1, 2011, (B) up to \$5,650,000 incurred during Borrower's Fiscal Quarter ended July 1, 2011, (C) up to \$5,650,000 incurred during Borrower's Fiscal Quarter ended September 30, 2011 and (D) up to \$7,500,000 incurred

during Borrower's Fiscal Quarter ended December 30, 2011; minus (c) to the extent included in Net Income, (i) non-cash gains as a result of the disposition of customer premises equipment, (ii) any extraordinary non-cash or nonrecurring non-cash gains, (iii) the amount of any subsequent cash payments in respect of any non-cash charges described in the preceding clause (b)(vii), and (iv) Interest income; all calculated for the Borrower and its Subsidiaries on a consolidated basis.

The governing law and venue provisions of Section 11.17 of the Credit Agreement are incorporated herein by this reference *mutatis mutandis*. This letter amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart hereof by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart. Except as amended hereby, all of the provisions of the Credit Agreement and the other Loan Documents shall remain unmodified and in full force and effect except that each reference to the "Agreement", or words of like import in any Loan Document, shall mean and be a reference to the Credit Agreement as amended hereby. This letter amendment shall be deemed a "Loan Document" as defined in the Credit Agreement.

[Remainder of page intentionally left blank.]

If you are in agreement with the foregoing, please execute this letter in the space provided below.

Very truly yours,

VIASAT, INC.

By: /s/ Ronald G. Wangerin

Name: Ronald G. Wangerin

Title: Chief Financial Officer

UNION BANK, N.A., as Administrative Agent

By: /s/ Mark Adelman

Name: Mark Adelman

Title: Vice President

UNION BANK, N.A.,
as Collateral Agent

By: /s/ Mark Adelman

Name: Mark Adelman

Title: Vice President

UNION BANK, N.A.,
as a Lender and Swing Line Lender

By: /s/ Mark Adelman

Name: Mark Adelman

Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Christopher D. Pannacciulli

Name: Christopher D. Pannacciulli

Title: Senior Vice President

BANK OF THE WEST,
as a Lender

By: /s/ Jason Antrim

Name: Jason Antrim

Title: Vice President

CALIFORNIA BANK & TRUST,
as a Lender

By: /s/ Steve DeLong

Name: Steve DeLong

Title: Senior Vice President, Manager

COMERICA BANK,
as a Lender

By: /s/ Don Carruth

Name: Don Carruth

Title: Vice President

COMPASS BANK,
as a Lender

By: /s/ Erik Velastegui
Name: Erik Velastegui
Title: Senior Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as a Lender

By: /s/ Mikhail Faybusovich

Name: Mikhail Faybusovich

Title: Director

By: /s/ Vipul Dhadda

Name: Vipul Dhadda

Title: Associate

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Anna C. Araya

Name: Anna C. Araya

Title: Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as a Lender

By: /s/ Kimberly J. Striegl

Name: Kimberly J. Striegl

Title: Senior Vice President