
**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): May 15, 2013

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)

Registrant's telephone number, including area code: (760) 476-2200

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 (see General Instruction A.2. below):

- 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.

On May 15, 2013, ViaSat, Inc. ("ViaSat") entered into the Third Amendment to Fifth Amended and Restated Revolving Loan Agreement dated as of May 15, 2013 (the "Third Amendment"), which amends the Fifth Amended and Restated Revolving Loan Agreement dated as of May 9, 2012 (as amended), with Union Bank, N.A. (as administrative agent and collateral agent), Bank of America, N.A., Wells Fargo Bank, National Association, JPMorgan Chase Bank, N.A., Compass Bank, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley MUFG Loan Partners, LLC and the other lenders party thereto (the "Credit Agreement"). The Third Amendment amended the Credit Agreement to increase the permitted total leverage ratio for the first, second, third and fourth quarters of fiscal year 2014.

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 Third Amendment contained herein does not purport to be complete and is qualified in its entirety by reference to the complete text of the Third 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	Third Amendment to Fifth Amended and Restated Revolving Loan Agreement dated as of May 15, 2013 by and among ViaSat, Inc., Union Bank, N.A. (as administrative agent and collateral agent) and the 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.

VIASAT, INC.

Date: May 17, 2013

By: /s/ Paul Castor
Name: Paul Castor
Title: Associate General Counsel

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Third Amendment to Fifth Amended and Restated Revolving Loan Agreement dated as of May 15, 2013 by and among ViaSat, Inc., Union Bank, N.A. (as administrative agent and collateral agent) and the other lenders party thereto.

THIRD AMENDMENT
TO FIFTH AMENDED AND RESTATED REVOLVING LOAN AGREEMENT

This Third Amendment to Fifth Amended and Restated Revolving Loan Agreement (this "Amendment") is entered into as of May 15, 2013 by and among VIASAT, INC., a Delaware corporation ("Borrower"), each lender to the Credit Agreement (as defined below) (collectively, the "Lenders" and individually, a "Lender") that is a party hereto and UNION BANK, N.A., as administrative agent (in such capacity, "Administrative Agent") and as collateral agent (in such capacity, "Collateral Agent").

RECITALS

Borrower, Administrative Agent, Collateral Agent and the Lenders are parties to that certain Fifth Amended and Restated Revolving Loan Agreement dated as of May 9, 2012 (as amended, modified, restated or supplemented from time to time, the "Credit Agreement"). The parties desire to amend the Credit Agreement in certain respects in accordance with the terms of this Amendment. Unless otherwise defined herein, all capitalized terms in this Amendment shall be as defined in the Credit Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 6.13 is restated to read as follows:

"6.13 Total Leverage Ratio. Permit the Total Leverage Ratio as of the last day of any Fiscal Quarter, beginning with the Fiscal Quarter ending September 28, 2012, to be greater than the respective amount set forth opposite such Fiscal Quarter below:

<u>Fiscal Quarter Ending</u>	<u>Total Leverage Ratio</u>
September 28, 2012	3.75 to 1.00
December 28, 2012, March 29, 2013, June 28, 2013, October 4, 2013 and January 3, 2014	4.00 to 1.00
April 4, 2014	3.75 to 1.00
July 4, 2014 and each Fiscal Quarter ending thereafter	3.50 to 1.00"

2. No course of dealing on the part of Lenders, the Administrative Agent, the Collateral Agent or their officers, nor any failure or delay in the exercise of any right by the Administrative Agent, the Collateral Agent or any Lender, shall operate as a waiver thereof, and

any single or partial exercise of any such right shall not preclude any later exercise of any such right. Administrative Agent's, Collateral Agent's or any Lenders' failure at any time to require strict performance by Borrower of any provision of any Loan Document shall not affect any right of any Lender, Administrative Agent or Collateral Agent thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Administrative Agent, in accordance with the terms of the Credit Agreement.

3. The Credit Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Administrative Agent, Collateral Agent or any Lender under the Credit Agreement, as in effect prior to the date hereof.

4. The Borrower represents and warrants to the Lenders that (a) except for representations and warranties which expressly speak as of a particular date or are no longer true and correct as a result of a change which is permitted by the Credit Agreement, the representations and warranties contained in the Credit Agreement or in any other document or documents relating thereto are true and correct in all material respects on and as of the date hereof as though made on the date hereof, and all such representations and warranties shall survive the execution and delivery of this Amendment and (b) no Default or Event of Default has occurred and is continuing as of the date hereof.

5. As a condition to the effectiveness of this Amendment Administrative Agent shall have received the following:

(a) this Amendment, duly executed by Borrower, Administrative Agent, Collateral Agent and the Requisite Lenders;

(b) a guarantor consent and reaffirmation duly executed by each Subsidiary Guarantor in the form of Exhibit A attached hereto; and

(c) (i) an amendment fee payable to the Administrative Agent, for the benefit of those Lenders executing this Amendment on or prior to 5:00 p.m. New York City time on Wednesday, May 15, 2013 (each, a "Consenting Lender"), in an aggregate amount equal to 0.075% of the aggregate principal amount of Revolving Commitments held by such Consenting Lenders as of such time (it being agreed that such fee is deemed earned in full upon execution of this Amendment by Requisite Lenders and shall not be refundable); and (ii) an amendment arrangement fee payable to the Administrative Agent for the account of the Administrative Agent as contemplated by that certain fee letter dated as of April 25, 2013.

6. The governing law and venue provisions of Section 11.17 of the Credit Agreement are incorporated herein by this reference *mutatis mutandis*. This 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 transmission shall be effective as delivery of a manually executed counterpart. The Borrower agrees to promptly pay all reasonable attorneys' fees and costs incurred by the

Administrative Agent's and Collateral Agent's counsel in connection with this Amendment, which may be debited from any of Borrower's accounts (following Borrower's authorization of such fees and costs). 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 Amendment shall be deemed a "Loan Document" as defined in the Credit Agreement. Each party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the intent of the parties as expressed in this Amendment.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

VIASAT, INC.

By: /s/ Keven Lippert

Name: Keven Lippert

Title: Vice President, General Counsel and Secretary

UNION BANK, N.A.,
as Administrative Agent

By: /s/ Mark Adelman
Mark Adelman
Senior Vice President

UNION BANK, N.A.,
as Collateral Agent

By: /s/ Mark Adelman
Mark Adelman
Senior Vice President

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

By: /s/ Mark Adelman
Mark Adelman
Senior Vice President

COMPASS BANK
as a Lender

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

BANK OF THE WEST
as a Lender

By: /s/ Jason Antrim

Name: Jason Antrim

Title: Vice President

MORGAN STANLEY BANK, N.A.
as a Lender

By: /s/ Chris Whelan

Name: Chris Whelan

Title: Authorized Signatory

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as a Lender

By: /s/ John D. Toronto

Name: John D. Toronto

Title: Authorized Signatory

By: /s/ Christopher Day

Name: Christopher Day

Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A.
as a Lender

By: /s/ Ling Li

Name: Ling Li

Title: Vice President

CALIFORNIA BANK & TRUST
as a Lender

By: /s/ Steve DeLong

Name: Steve DeLong

Title: SVP/Manager

BANK OF AMERICA, N.A.
as a Lender

By: /s/ Angel Sutoyo
Name: Angel Sutoyo
Title: Senior Vice President

COMERICA BANK,
as a Lender

By: /s/ Mark C. Skrzynski

Name: Mark C. Skrzynski

Title: Vice President

WELLS FARGO, N.A.,
as a Lender

By: /s/ Kimberly Striegl

Name: Kimberly Striegl

Title: Senior Vice President

EXHIBIT A

GUARANTOR CONSENT AND REAFFIRMATION

The undersigned (the "Guarantor"), for good and valuable consideration, made, executed and delivered to Union Bank, N.A., as Administrative Agent and Collateral Agent (in such capacity, the "Agent") (i) that certain Amended and Restated Subsidiary Guaranty dated as of May 9, 2012, (ii) that certain Amended and Restated Subsidiary Pledge Agreement dated as of May 9, 2012 and (iii) that certain Amended and Restated Subsidiary Security Agreement dated as of May 9, 2012 (each of the foregoing, together with any documents, instruments or other agreements executed by any Guarantor in connection therewith, the "Guarantor Documents"), in each case in connection with the Fifth Amended and Restated Revolving Loan Agreement dated as of May 9, 2012, among ViaSat, Inc. (the "Borrower"), the lenders parties thereto, and the Agent (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"). In connection herewith, the Credit Agreement is being amended by that certain Third Amendment to Fifth Amended and Restated Revolving Loan Agreement dated as of even date herewith (the "Amendment"). The undersigned acknowledges receipt of a copy of the Amendment. The undersigned hereby consents to the Amendment and reaffirms each of the Guarantor Documents and acknowledges that the execution and delivery of the Amendment shall have no effect on the Guarantor's obligations under the Guarantor Documents, each of which remain the legal, valid and binding obligation of the Guarantor and are hereby reaffirmed. On and after the effective date of the Amendment, each reference in the Guarantor Documents to "the Credit Agreement," "thereunder," "thereof," "therein" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by the Amendment and future amendments entered into from time to time. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement.

May 15, 2013

VIASAT COMMUNICATIONS, INC.

By: _____
Name: Keven Lippert
Title: Vice President