

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-K/A
(Amendment No. 1)

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

Date of Report (Date of earliest event reported): December 12, 2001

ViaSat, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-21767
(Commission File Number)

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

6155 El Camino Real, Carlsbad, CA
(Address of Principal Executive Offices)

92009
(Zip Code)

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

TABLE OF CONTENTS

[Item 5. Other Events.](#)

[Item 7. Exhibits.](#)

[SIGNATURE](#)

[EXHIBIT INDEX](#)

[EXHIBIT 10.2](#)

[EXHIBIT 23.1](#)

Table of Contents

ViaSat, Inc., a Delaware corporation, hereby amends Item 5 and Item 7 of its current Report on Form 8-K filed with the Securities and Exchange Commission on December 19, 2001 to read in its entirety as follows:

Item 5. Other Events.

On December 12, 2001, we acquired all outstanding preferred units of U.S. Monolithics, LLC, an Arizona limited liability company ("USM"), from Wildblue Communications, Inc., a Delaware corporation ("Wildblue"), pursuant to a Unit Purchase Agreement dated as of December 12, 2001 (the "Wildblue Agreement"). The preferred units comprise approximately 35% of the outstanding equity interests of USM. In addition, on December 14, 2001 we entered into another Unit Purchase Agreement to acquire all outstanding common units of USM (the "USM Agreement"). The aggregate purchase price for the preferred and common units of USM is approximately \$30 million. The acquisition of the common units is subject to customary closing conditions and is expected to occur in early January 2002. After the closing, we will become the sole equity holder of USM, which will continue its business as our wholly-owned subsidiary.

Under the terms of the Wildblue Agreement, we exchanged (a) a secured promissory note in the amount of \$6,000,000, (b) an unsecured promissory note in the amount of \$500,000 and (c) a credit of \$3,500,000 against certain payment obligations of Wildblue under a commercial agreement that we entered into with Wildblue concurrently with the signing of the Wildblue Agreement, for all of the outstanding preferred units of USM. The secured note and the unsecured note bear interest at the rate of 5% per annum, with all principal and interest due on January 31, 2002. In addition, we entered into a security agreement with Wildblue pledging a portion of the preferred units of USM to secure our payment obligations under the secured note.

Under the terms of the USM Agreement, subject to certain adjustments that may occur at the closing, we will exchange (a) an aggregate of 1,163,190 shares of our common stock and (b) \$760,214 in cash (the "Acquisition Consideration") for all of the outstanding common units of USM. The Acquisition Consideration is subject to certain closing adjustments as to the mix of shares of common stock and cash to be issued to certain sellers at the closing. The USM Agreement also provides that approximately 65% of the Acquisition Consideration will be placed in escrow for the purpose of securing the indemnification obligations of the sellers. The portion of the Acquisition Consideration placed in escrow is to be released in three equal annual installments, subject to any indemnification claims. The shares of our common stock to be issued under the USM Agreement will be exempt from registration under the Securities Act of 1933. The USM Agreement obligates us to file a registration statement registering approximately 35% of the shares (1) within 45 days of the closing, if the closing occurs in 2001, or (2) within 90 days of the closing, if the closing occurs in 2002.

Founded in 1998, USM is primarily focused on developing proprietary gallium arsenide (GaAs) millimeter wave Integrated Circuits (MMICs) for use in broadband communications. USM's systems background and proprietary capabilities have also enabled them to design power amplifiers, frequency block upconverters, and entire transceivers for the high frequency, broadband markets. USM also has strong capabilities with respect to high frequency packaging.

The foregoing description of the Wildblue Agreement, the USM Agreement, the promissory notes, the security agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements, which are attached hereto as Exhibits 10.1 through 10.5 and incorporated herein by reference. The press release issued by ViaSat on December 19, 2001 regarding the above-described transactions is attached hereto as Exhibit 99.1 and incorporated herein by reference. Also attached hereto as Exhibits 99.2 and 99.3 are historical financial statements of USM, which may not have been prepared in certain respects in accordance with applicable SEC and accounting regulations.

Table of Contents

Item 7. Exhibits.

(c) *Exhibits.*

Exhibit Number	Description of Exhibit
10.1(1)	Unit Purchase Agreement dated as of December 12, 2001 by and between ViaSat, Inc. and Wildblue Communications, Inc.
10.2	Amended and Restated Secured Note dated as of December 12, 2001 by ViaSat, Inc. in favor of Wildblue Communications, Inc.
10.3(1)	Unsecured Note dated December 12, 2001 by ViaSat, Inc. in favor of Wildblue Communications, Inc.
10.4(1)	Pledge and Security Agreement dated as of December 12, 2001 by and between ViaSat, Inc. and Wildblue Communications, Inc.
10.5(1)	Unit Purchase Agreement dated as of December 14, 2001 by and among ViaSat, Inc. and the parties identified under the heading "Sellers" on the signature pages thereto.
23.1	Consent of Nelson Lambson & Co., PLC.
99.1(1)	Press Release, dated December 19, 2001.
99.2(1)	Audited Financial Statements of U.S. Monolithics, LLC, for the years ended December 31, 2000 and 1999.
99.3(1)	Unaudited Balance Sheet, Income Statement and Statement of Cash Flows of U.S. Monolithics, LLC, for the nine-month period ended September 30, 2001.
(1)	Previously filed.

SIGNATURE

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: December 20, 2001

VIASAT, INC.

By: /s/ Gregory D. Monahan

Gregory D. Monahan
Vice President-Administration, General
Counsel and Secretary

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
10.1(1)	Unit Purchase Agreement dated as of December 12, 2001 by and between ViaSat, Inc. and Wildblue Communications, Inc.
10.2	Amended and Restated Secured Note dated as of December 12, 2001 by ViaSat, Inc. in favor of Wildblue Communications, Inc.
10.3(1)	Unsecured Note dated December 12, 2001 by ViaSat, Inc. in favor of Wildblue Communications, Inc.
10.4(1)	Pledge and Security Agreement dated as of December 12, 2001 by and between ViaSat, Inc. and Wildblue Communications, Inc.
10.5(1)	Unit Purchase Agreement dated as of December 14, 2001 by and among ViaSat, Inc. and the parties identified under the heading "Sellers" on the signature pages thereto.
23.1	Consent of Nelson Lambson & Co., PLC.
99.1(1)	Press Release, dated December 19, 2001.
99.2(1)	Audited Financial Statements of U.S. Monolithics, LLC, for the years ended December 31, 2000 and 1999.
99.3(1)	Unaudited Balance Sheet, Income Statement and Statement of Cash Flows of U.S. Monolithics, LLC, for the nine-month period ended September 30, 2001.

(1) Previously filed.

AMENDED AND RESTATED SECURED NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THIS NOTE MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE ACQUISITION OF THIS NOTE MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS NOTE TO THE SECRETARY OF VIASAT, INC. AT ITS PRINCIPAL EXECUTIVE OFFICES.

Date: December 12, 2001

\$6,000,000

VIASAT, INC.

SECURED PROMISSORY NOTE

ViaSat, Inc., a Delaware corporation ("ViaSat"), for value received, promises to pay to Wildblue Communications, Inc., a Delaware corporation ("Wildblue"), a principal amount equal to Six Million Dollars (\$6,000,000), in lawful money of the United States of America, plus interest on the principal amount hereof, at a rate of interest equal to five percent (5%) per annum (the "Note Rate"). All principal and interest shall be due and payable on January 31, 2002 (the "Maturity Date"). If payment of the principal amount of this Note, together with accrued unpaid interest thereon, is not paid in its entirety on the Maturity Date, then interest shall accrue on such unpaid principal and interest amount at the Note Rate plus two percent (2%) from and after such date of default to the date of the payment in full of such unpaid amount. In no event shall Wildblue be entitled to receive interest at an effective rate in excess of the maximum rate permitted by law. Following payment by ViaSat of all of its obligations hereunder, this Note shall be cancelled and shall no longer evidence an indebtedness for borrowed money.

1. Definitions. This Secured Promissory Note ("Note") has been issued pursuant to the Unit Purchase Agreement dated as of December 12, 2001 by and between ViaSat and Wildblue (the "Agreement"). Unless the context indicates otherwise, capitalized terms used herein shall have the meanings given them in the Agreement.

2. Prepayment. ViaSat shall be entitled to prepay, without penalty, the principal balance outstanding under this Note in whole (but not in part) at any time; provided, however, that such prepayment shall also include all accrued interest.

3. Application of Payments. The proceeds of any payment or prepayment of this Note shall be applied in the following order: (a) first, against fees and expenses due and payable hereunder; (b) then to accrued and unpaid interest; and (c) finally to the then outstanding and unpaid principal hereunder. All payments shall be made in immediately available funds to the account and in accordance with the instructions set forth in Exhibit A hereto.

4. Recording of Payments. All payments and prepayments of the principal and interest hereunder shall be recorded by Wildblue on Schedule I annexed hereto, and constituting a part hereof, which recordations shall constitute prima facie evidence of the accuracy of the information so recorded; provided, however, that the failure of Wildblue to make any such recordation shall not limit or otherwise affect the obligation of ViaSat hereunder or under the Agreement.

5. Assignment. Wildblue may transfer its interest in up to Five Million U.S. Dollars (\$5,000,000) under this Note to Telesat Canada, in Wildblue's sole and absolute discretion. Wildblue shall notify ViaSat in writing within two (2) business days of such transfer. Wildblue shall not transfer all or any portion of (or any interest in) this Note to any other party, without the prior written consent of ViaSat, which consent shall not be unreasonably withheld. The obligations of ViaSat hereunder shall not be transferable or assignable to any other party without the prior written consent of Wildblue, which consent shall not be unreasonably withheld.

6. Remedies. Upon a default by ViaSat hereunder, Wildblue shall be entitled to exercise all remedies otherwise permitted it by applicable law.

7. Certain Waivers. ViaSat hereby waives notice, demand for payment, presentment for payment, protest, notice to protest, notice of dishonor, notice of nonpayment, and diligence in taking any action to collect sums owing hereunder and all duty or obligation of Wildblue to effect, protect, perfect, retain or enforce any security for the payment of this Note or to proceed against any collateral before otherwise enforcing this Note. The nonexercise by Wildblue of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance.

8. Security. ViaSat's obligations under this Note are secured by a security interest in 9,692,307.69 Class B Units of U.S. Monolithics, LLC, an Arizona limited liability company, pursuant to the terms of the Pledge Agreement, dated as of even date herewith, by and between ViaSat and Wildblue.

9. Full Recourse. This Note is a full recourse obligation of ViaSat.

10. Miscellaneous. The provisions set forth in Sections 7(b), 7(c), 7(d), 7(f), 7(g), 7(h), 7(i), 7(j), 7(k), 7(l), 7(n), and 7(o) of the Agreement are incorporated herein by this reference; provided, however, that all references to the "Agreement" in such Sections shall mean this Note and not the Agreement and the terms "herein," "hereof," "hereto," and words of similar import in such Sections shall be references to this Note and not to the Agreement.

VIASAT, INC.

/s/ Gregory D. Monahan

By: Gregory D. Monahan
Its: Vice President--Administration,
General Counsel and Secretary

ATTEST:

/s/ Kathleen Hollenbeck

Name: Kathleen Hollenbeck

[SIGNATURE PAGE TO SECURED NOTE]

INDEPENDENT AUDITORS' CONSENT

We consent to the use in this current report on Form 8-K/A (Amendment No. 1) of ViaSat, Inc. and the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-21113, 333-68757, 333-40396 and 333-67010) and on Form S-3 (No. 333-69664) of our report dated February 12, 2001 relating to the financial statements of U.S. Monolithics, L.L.C., for the years ended December 31, 2000 and 1999.

/s/ NELSON LAMBSON & CO., PLC

Mesa, Arizona
December 20, 2001