

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

ViaSat, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

92552V100

(CUSIP Number)

Charles Y. Tanabe, Esq.  
Executive Vice President and General Counsel  
Liberty Media Corporation  
12300 Liberty Boulevard  
Englewood, CO 80112  
(720) 875-5400

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

March 31, 2010

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box: .

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP Number 92552V100

(1) Names of Reporting Persons  
Liberty Media Corporation

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)  
Not applicable

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

(6) Citizenship or Place of Organization  
Delaware

	(7)	Sole Voting Power 0	
Number of Shares Beneficially Owned by Each Reporting Person With	(8)	Shared Voting Power 0	
	(9)	Sole Dispositive Power 0	
	(10)	Shared Dispositive Power 0	
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 0		
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>		
(13)	Percent of Class Represented by Amount in Row (11) 0		
(14)	Type of Reporting Person (See Instructions) CO, HC		

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

**SCHEDULE 13D/A  
(Amendment No. 1)**

Statement of

**LIBERTY MEDIA CORPORATION**

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

in respect of

**VIASAT, INC.**

**Item 1. Security and Issuer**

Liberty Media Corporation, a Delaware corporation (the "Reporting Person"), is filing this statement on Schedule 13D/A (this "Statement") with respect to shares of common stock, par value \$0.0001 per share ("Common Stock"), of ViaSat, Inc., a Delaware corporation (the "Issuer"). The Issuer's principal executive offices are located at 6155 El Camino Real, Carlsbad, California 92009.

This Amendment No. 1 to Schedule 13D (this "Amendment") amends and supplements the Statement on Schedule 13D filed by the Reporting Person on January 11, 2010 (the "Original Filing"). The purpose of this Amendment is to report the disposition by the Reporting Person of 1,837,182 shares of Common Stock of the Issuer. This Amendment is the final amendment to the Original Filing and an exit filing for the Reporting Person.

Capitalized terms used and not defined in this Amendment have the meanings set forth in the Original Filing. References to "herein" and "hereof" are references to the Original Filing, as amended by this Amendment.

**Item 4. Purpose of Transaction**

Item 4 of the Original Filing is amended and supplemented to add the following information:

Pursuant to the terms of the Registration Rights Agreement, the Issuer filed a shelf registration statement on Form S-3 and prospectus with the Securities and Exchange Commission (the "SEC") on January 27, 2010, to register the resale of the shares of Common Stock of the Issuer held by the Reporting Person (the

The Issuer filed a shelf registration statement on Form S-3 and prospectus dated March 22, 2010, and filed a prospectus supplement dated March 25, 2010, with the SEC for the sale of 6,000,000 shares of the Issuer’s Common Stock, including 1,599,315 shares of the Issuer’s Common Stock held by the Reporting Person, in an underwritten public offering (the “March Offering”). In connection with the March Offering, the Issuer, the Reporting Person and certain other stockholders of the Issuer (collectively, the “Sellers”) entered into an Underwriting Agreement dated March 25, 2010 (the “Underwriting Agreement”), with Morgan Stanley & Co. Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Credit Suisse Securities (USA) LLC, on behalf of themselves and the underwriters named in the Underwriting Agreement (collectively, the “Underwriters”), for the purchase and sale of up to 6,000,000 shares of Common Stock of the Issuer in the aggregate by the Sellers to the Underwriters, plus an option for the Underwriters to purchase up to 900,000 additional shares of the Issuer’s Common Stock from the Sellers to cover over-allotments in the March Offering. Pursuant to the Underwriting Agreement, the Reporting Person agreed to sell to the Underwriters 1,599,315 shares of Common Stock of the Issuer and granted the Underwriters the option to purchase up to an additional 221,524 shares of the Common Stock of the Issuer to cover over-allotments in connection with the March Offering. On March 31, 2010, the Reporting Person sold 1,820,839 shares of Common Stock of the Issuer to the Underwriters pursuant to the Underwriting Agreement, representing all shares of Common Stock of the Issuer held by the Reporting Person. The Reporting Person no longer holds any shares of Common Stock of the Issuer. The price per share at which the shares of Common Stock of the Issuer were sold to the public in the March Offering was \$33.50. The purchase price per share at which the Reporting Person sold its shares of Common Stock of the Issuer to the Underwriters pursuant to the Underwriting Agreement was \$31.825. The Issuer did not receive any of the proceeds of the sale of Common Stock of the Issuer by the Reporting Person pursuant to the Underwriting Agreement, but the Issuer separately sold shares of its Common Stock in the March Offering.

Under agreements with the Issuer, the Reporting Person had certain registration rights and the right to designate one director for election to the Issuer’s board of directors and was subject to restrictions on disposition of shares of Common Stock of the Issuer, all as more fully described in the Original Filing. Those rights and restrictions have terminated as a result of the sale of all of the shares of Common Stock held by the Reporting Person pursuant to the Underwriting Agreement.

**Item 5. Interest in Securities of the Issuer**

Item 5 of the Original Filing is amended and supplemented to add the following:

(a) and (b) The responses of the Reporting Person to Rows (7) through (13) of page 2 of this Amendment are incorporated herein by reference. As a result of the completion of the March Offering, the Reporting Person no longer owns any shares of Common Stock of the Issuer.

(c) The Reporting Person has not effected any transactions in the Common Stock of the Issuer in the last 60 days except as described in this Amendment.

(d) Not applicable.

(e) March 31, 2010.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Original Filing is amended and supplemented to add the following information:

In connection with the March Offering, the Reporting Person and certain other stockholders of the Issuer entered into a Waiver and Agreement with the Issuer dated March 22, 2010, pursuant to which the Issuer agreed to waive certain restrictions on the transfer of shares of Common Stock of the Issuer to permit the sale of those shares in the March Offering. In addition, the Reporting Person entered into a Lock-Up Agreement with the Underwriters dated March 22, 2010, pursuant to which the Reporting Person agreed to restrictions on the disposition of shares of Common Stock of the Issuer held by the Reporting Person after completion of the March Offering (the “Underwriter Lock-Up Agreement”). The restrictions under the Underwriter Lock-Up Agreement are no longer applicable as a result of the sale of all of the shares of Common Stock of the Issuer held by the Reporting Person pursuant to the Underwriting Agreement.

The matters set forth in Item 4 are incorporated into this Item 6 by reference as if fully set forth herein.

**Item 7. Material to be Filed as Exhibits**

7(a) Underwriting Agreement, dated March 25, 2010, by and among ViaSat, Inc., Morgan Stanley & Co. Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC and the selling stockholders of ViaSat, Inc. named therein (Incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K filed by the Issuer on March 29, 2010).

7(b) Form of Lock-Up Agreement for Selling Shareholders dated March 22, 2010 (Incorporated by reference to Exhibit A-1 to Exhibit 1.1 to the Current Report on Form 8-K filed by the Issuer on March 29, 2010).

7(c) Waiver and Agreement, dated March 22, 2010, by and among ViaSat, Inc. and the selling stockholders of ViaSat, Inc. named therein.

**Signature**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Dated: April 19, 2010

LIBERTY MEDIA CORPORATION

By: /s Craig Troyer  
Name: Craig Troyer  
Title: Vice President and Deputy General Counsel

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
7(a)	Underwriting Agreement, dated March 25, 2010, by and among ViaSat, Inc., Morgan Stanley & Co. Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC and the selling stockholders of ViaSat, Inc. named therein (Incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K filed by the Issuer on March 29, 2010).
7(b)	Form of Lock-Up Agreement for Selling Shareholders dated March 22, 2010 (Incorporated by reference to Exhibit A-1 to Exhibit 1.1 to the Current Report on Form 8-K filed by the Issuer on March 29, 2010).
7(c)	Waiver and Agreement, dated March 22, 2010, by and among ViaSat, Inc. and the selling stockholders of ViaSat, Inc. named therein.

**THIS WAIVER AND AGREEMENT** (this “**Agreement**”) is entered into as of this 22<sup>nd</sup> day of March, 2010 by and among ViaSat, Inc., a Delaware corporation (“**ViaSat**”), and certain persons listed on Schedule A hereto (such persons, the “**Selling Stockholders**”).

**WHEREAS**, on December 15, 2009, ViaSat entered into a Registration Rights Agreement (the “**Registration Rights Agreement**”) and Lock-Up Agreements (each a “**Lock-Up Agreement**” and together, the “**Lock-Up Agreements**”) with certain holders of common stock of ViaSat named in Schedule 6.3(c)(ii) to the Agreement and Plan of Merger, dated September 30, 2009, by and among ViaSat, Aloha Merger Sub, Inc., a Delaware corporation, and WildBlue Holding, Inc., a Delaware corporation, in consideration of the agreement by ViaSat to issue shares of its common stock (the “**Shares**”) to such holders as a portion of the merger consideration. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Registration Rights Agreement.

**WHEREAS**, in connection with a proposed offering (the “**Follow-on Offering**”) of certain of the Shares set forth on Schedule A opposite each Selling Stockholder’s name in the column entitled “Offered Shares” (the “**Offered Shares**”) pursuant to the ViaSat Registration Statement on Form S-3 filed with the Securities and Exchange Commission on March 22, 2010, as may be amended from time to time (the “**Follow-on Registration Statement**”), ViaSat has agreed to waive the lock-up restrictions with respect to Transfers (as defined in the Lock-Up Agreements) of the Offered Shares during the Limited Sales Period (as defined in the Lock-Up Agreements) pursuant to the Follow-on Offering (the “**Limited Sales Period Restriction**”) for each Selling Stockholder that is listed as a selling stockholder in the Follow-on Registration Statement.

**WHEREAS**, in connection with a proposed offering of the Offered Shares, ViaSat and the Selling Stockholders have also agreed that the indemnities provided by ViaSat and the Selling Stockholders pursuant to Section 5 of the Registration Rights Agreement shall apply to the Follow-on Offering.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. ViaSat hereby waives the lock-up restrictions applicable to each Selling Stockholder with respect to Transfers of Offered Shares during the Limited Sales Period that are made by each such Selling Stockholder in a registered public offering covered by the Follow-on Registration Statement and no such Transfers shall count towards the Daily Limit or the Monthly Limit.
2. Notwithstanding any other provisions of the Registration Rights Agreement or the fact that the Follow-on Offering is not being made pursuant to the Registration Rights Agreement, ViaSat and the Selling Stockholders hereby agree that the registration procedures in Sections 4(a)(x) and 4(a)(xii) and the indemnities and contribution arrangements provided by ViaSat and each of the Selling Stockholders pursuant to Section 5 of the Registration Rights Agreement shall apply to the Follow-on Offering as if such offering were being made pursuant to the Registration Rights Agreement and the Follow-on Registration Statement, including any preliminary prospectus, final prospectus, summary prospectus or free writing prospectus, or any amendment or supplement thereto.
3. All Registration Expenses incurred in connection with the Follow-on Offering shall be borne by ViaSat, other than Securities and Exchange Commission filing fees paid in connection with the registration of the Offered Shares which shall be borne by the Selling Stockholders. All Selling Expenses relating to the Offered Shares shall be borne by the Selling Stockholders.

The foregoing provisions apply only to the transactions expressly set forth herein and do not constitute a waiver or amendment of any other restriction or provision contained in the Registration Rights Agreement, the Lock-Up Agreements, or any underwriting agreement or lock-up agreement executed in

connection with the Follow-on Registration Statement, now or in the future, and the undersigned retain their rights with respect to any future transactions.

This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were on the same instrument.

*[Signatures Appear on the Following Page]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: /s/ Keven K. Lippert  
 Name: Keven K. Lippert  
 Title: Vice President, General Counsel and Secretary

**LIBERTY SATELLITE, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_

Title:

**LIBERTY SATELLITE, LLC**

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

*(Signature Page to Lock-up Waiver)*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: /s/ Keven K. Lippert  
Name: Keven K. Lippert  
Title: Vice President, General Counsel and Secretary

**INTELSAT USA SALES CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTELSAT USA SALES CORP.**

By: /s/ Hank Courson  
Name: Hank Courson  
Title: VP & Treasurer,  
Intelsat Corporation,  
Acting Under Delegated Authority

*(Signature Page to Lock-up Waiver)*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: /s/ Keven K. Lippert  
Name: Keven K. Lippert  
Title: Vice President, General Counsel and Secretary

**NATIONAL RURAL TELECOMMUNICATIONS COOPERATIVE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**NATIONAL RURAL TELECOMMUNICATIONS COOPERATIVE**

By: /s/ Bernard R. Phillips III  
Name: Bernard R. Phillips III  
Title: CEO & President

*(Signature Page to Lock-up Waiver)*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: /s/ Keven K. Lippert  
Name: Keven K. Lippert  
Title: Vice President, General Counsel and Secretary

**SPECIAL VALUE OPPORTUNITIES FUND, LLC  
SPECIAL VALUE EXPANSION FUND, LLC  
SPECIAL VALUE CONTINUATION PARTNERS, LP  
TENNENBAUM OPPORTUNITIES PARTNERS V, LP**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**VIASAT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SPECIAL VALUE OPPORTUNITIES FUND, LLC  
SPECIAL VALUE EXPANSION FUND, LLC  
SPECIAL VALUE CONTINUATION PARTNERS, LP  
TENNENBAUM OPPORTUNITIES PARTNERS V, LP**

By: Tennenbaum Capital Partners, LLC  
Its: Investment Manager

By: /s/ Hugh Steven Wilson  
Name: Hugh Steven Wilson  
Title: Managing Partner

*(Signature Page to Lock-up Waiver)*

**Schedule A**

**THE SELLING STOCKHOLDERS**

Name of Holder	Offered Shares
Liberty Satellite, LLC	1,820,839

Intelsat USA Sales Corp.	638,788
National Rural Telecommunications Cooperative	445,260
Special Value Opportunities Fund, LLC	315,149
Tennenbaum Opportunities Partners V, LP	197,154
Special Value Continuation Partners, LP	175,897
Special Value Expansion Fund, LLC	132,951
<b>Total</b>	<b><u>3,726,038</u></b>

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