

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

SCHEDULE 13D

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

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)

December 15, 2009

(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: o.

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)
OO

(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
1,837,182 (1)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

(8) Shared Voting Power
0

(9) Sole Dispositive Power
1,837,182 (1)

(10) Shared Dispositive Power
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
1,837,182 (1)

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

(13) Percent of Class Represented by Amount in Row (11)
5.1%(2)

(14) Type of Reporting Person (See Instructions)
CO, HC

(1) The number of shares of the Issuer beneficially owned by the Reporting Person are held of record by Liberty Satellite, LLC ("LSAT"), which is an indirect wholly owned subsidiary of the Reporting Person, and are subject to certain rights and restrictions set forth in the Lock-Up Agreement dated December 15, 2009, executed by LSAT and the Registration Rights Agreement dated as of December 15, 2009, by and among the Issuer and certain holders of Common Stock of the Issuer (including LSAT).

(2) Calculated based on 36,373,753 shares of Common Stock of the Issuer issued and outstanding as of December 30, 2009, according to information provided to the Reporting Person by the Issuer.

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

**SCHEDULE 13D
(Amendment No.)**

Statement of

LIBERTY MEDIA CORPORATION

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

in respect of

Item 1. Security and Issuer

Liberty Media Corporation, a Delaware corporation (the "Reporting Person"), is filing this statement on Schedule 13D (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.

Item 2. Identity and Background

The Reporting Person is Liberty Media Corporation, a Delaware corporation, whose principal business is owning a broad range of electronic retailing, media, communications and entertainment businesses and investments, and whose principal office address is 12300 Liberty Boulevard, Englewood, Colorado 80112.

Schedule 1 attached to this Statement and incorporated herein by reference provides the requested information with respect to (a) each executive officer and director of the Reporting Person; (b) each person controlling the Reporting Person; and (c) each executive officer and director of any corporation or other person ultimately in control of the Reporting Person (the "Schedule 1 Persons").

During the last five years, neither the Reporting Person nor any of the Schedule 1 Persons (to the knowledge of the Reporting Person) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, neither the Reporting Person nor any of the Schedule 1 Persons (to the knowledge of the Reporting Person) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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Item 3. Source and Amount of Funds or Other Consideration

The Issuer entered into an Agreement and Plan of Merger, dated as of September 30, 2009 (the "Merger Agreement"), by and among the Issuer, WildBlue Holding, Inc. ("WildBlue") and Aloha Merger Sub, Inc. ("Merger Sub"), pursuant to which Merger Sub merged with and into WildBlue (the "Merger"), and WildBlue became a wholly owned subsidiary of the Issuer. In connection with the Merger, the Issuer paid approximately \$443 million in cash to WildBlue debt holders and issued approximately 4.29 million shares of Common Stock of the Issuer to WildBlue equity and debt holders. In connection with the consummation of the transactions pursuant to the Merger Agreement on December 15, 2009, LSAT, an indirect wholly owned subsidiary of the Reporting Person, received \$221,167,166 in cash and 1,837,182 shares of Common Stock of the Issuer, in exchange for all of the debt and equity interests in WildBlue held by LSAT.

The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of such document, as referenced in the Exhibits to this Statement and incorporated herein by reference.

Item 4. Purpose of Transaction

On December 15, 2009, the Reporting Person acquired beneficial ownership of an aggregate of 1,837,182 shares of Common Stock of the Issuer pursuant to the Merger Agreement described in Item 3 of this Statement, which description is incorporated into this Item 4 by reference as if fully set forth herein (the "LSAT Share Consideration"). The Reporting Person acquired the LSAT Share Consideration in connection with the transactions pursuant to the Merger Agreement and currently holds its interest in the Issuer for investment purposes.

The Reporting Person intends to continuously review its investment in the Issuer, and may in the future determine (i) to acquire additional securities of the Issuer, through open market purchases, private agreements or otherwise, (ii) to dispose of all or a portion of the securities of the Issuer owned by it or (iii) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4. Notwithstanding anything contained herein, the Reporting Person specifically reserves the right to change its intention with respect to any or all of such matters. In reaching any decision as to its course of action (as well as to the specific elements thereof), the Reporting Person currently expects that it would take into consideration a variety of factors, including, but not limited to, the following: the Issuer's business and prospects; other developments concerning the Issuer and its businesses generally; other business opportunities available to the Reporting Person; developments with respect to the business of the Reporting Person; changes in law and government regulations; general economic conditions; and money and stock market conditions, including the market price of the securities of the Issuer.

Other than as set forth in this Statement, the Reporting Person has no present plans or proposals that relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;

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- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;

- (c) A sale or transfer of a material amount of assets of the Issuer or of any of its subsidiaries;

- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;

- (e) Any material change in the present capitalization or dividend policy of the Issuer;

- (f) Any other material change in the Issuer's business or corporate structure;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) A class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated in this paragraph.

In addition, the matters set forth in Item 6 are incorporated into this Item 4 by reference as if fully set forth herein.

Item 5. Interest in Securities of the Issuer

The Reporting Person has the sole power to vote or to direct the voting of 1,837,182 shares of Common Stock of the Issuer and has the sole power to dispose or direct the disposition of all such shares of the Common Stock of the Issuer, representing approximately 5.1% of the Common Stock of the Issuer calculated based on 36,373,753 shares of Common Stock of the Issuer outstanding as of December 30, 2009, according to information provided to the Reporting Person by the Issuer; provided, however, that such power of disposition is subject to certain terms and conditions contained in the Lock-Up Agreement and the Registration Rights Agreement, each as defined and described in Item 6 of this Statement, which description is incorporated into this Item 5 by reference as if fully set forth herein.

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

Pursuant to the Merger Agreement, the Issuer agreed to take all actions necessary to cause an individual designated by the WildBlue equity holders immediately prior to the Merger (the "WildBlue Stockholders") to be nominated and appointed to the Issuer's board of directors (the "WildBlue ViaSat Board Designee"). The WildBlue Stockholders agreed that Liberty Media Corporation would have the right to designate the WildBlue ViaSat Board Designee. Liberty Media Corporation does not have a present intention to designate a WildBlue ViaSat Board Designee, and Liberty Media Corporation has informed the Issuer of such intention.

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In connection with the Merger Agreement, LSAT executed a Lock-Up Agreement dated December 15, 2009, in favor of the Issuer (the "Lock-Up Agreement") and entered into a Registration Rights Agreement with the Issuer dated December 15, 2009 (the "Registration Rights Agreement"), setting forth certain disposition restrictions, as well as registration rights, with respect to securities of the Issuer.

Pursuant to the Lock-Up Agreement, LSAT and its controlled affiliates (collectively, the "Liberty Restricted Parties") are prohibited from disposing of any securities constituting the LSAT Share Consideration for 60 days after December 15, 2009 and are restricted thereafter to daily and monthly sale limitations with respect to the securities constituting the LSAT Share Consideration until December 15, 2010, in each case subject to limited exceptions.

Pursuant to the Registration Rights Agreement, the Issuer agreed to file a registration statement on Form S-3 with the Securities and Exchange Commission to register the resale of the shares of Common Stock of the Issuer issued in connection with the Merger pursuant to the Merger Agreement (including the securities constituting LSAT Share Consideration) and to use commercially reasonable efforts to maintain the effectiveness of such registration statement for a specified period. The Issuer also granted certain piggyback registration rights to the holders of shares of Common Stock of the Issuer issued in connection with the Merger pursuant to the Merger Agreement (including LSAT with respect to the securities constituting the LSAT Share Consideration).

The foregoing description of the Lock-Up Agreement and the Registration Rights Agreement is qualified in its entirety by reference to the full text of such documents, as referenced in the Exhibits to this Statement and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

- 7(a) Agreement and Plan of Merger, dated as of September 30, 2009, by and among ViaSat, Inc., WildBlue Holding, Inc. and Aloha Merger Sub, Inc. (Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer on October 2, 2009).
- 7(b) Registration Rights Agreement, dated as of December 15, 2009, by and among ViaSat, Inc. and the Holders listed on Schedule A thereto. (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on December 18, 2009).
- 7(c) Lock-Up Agreement dated as of December 15, 2009, executed by Liberty Satellite, LLC.

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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: January 8, 2010

LIBERTY MEDIA CORPORATION

By: /s/ Charles Y. Tanabe
Name: Charles Y. Tanabe

**DIRECTORS AND EXECUTIVE OFFICERS
OF
LIBERTY MEDIA CORPORATION**

The name and present principal occupation of each director and executive officer of Liberty are set forth below. Unless otherwise noted, the business address for each person listed below is c/o Liberty Media Corporation, 12300 Liberty Boulevard, Englewood, Colorado 80112. All executive officers and directors listed are United States citizens, except for David J.A. Flowers, who is a citizen of Canada.

Name and Business Address (if applicable)	Principal Occupation and Principal Business (if applicable)
John C. Malone	Chairman of the Board and Director of Liberty
Robert R. Bennett	Director of Liberty
Donne F. Fisher 5619 DTC Parkway Suite 1150 Greenwood Village, Colorado 80111	Director of Liberty; President of Fisher Capital Partners, Ltd.
M. Ian G. Gilchrist	Director of Liberty
Gregory B. Maffei	President, Chief Executive Officer and Director of Liberty
Evan D. Malone	Director of Liberty and Owner and Manager of 1525 Street South LLC
David E. Rapley	Director of Liberty
M. LaVoy Robison 1727 Tremont Place Denver, Colorado 80202	Director of Liberty; Executive Director and a Board Member of the Anschutz Foundation
Larry E. Romrell	Director of Liberty
David J.A. Flowers	Senior Vice President and Treasurer of Liberty
Albert E. Rosenthaler	Senior Vice President of Liberty
Christopher W. Shean	Senior Vice President and Controller of Liberty
Charles Y. Tanabe	Executive Vice President and General Counsel of Liberty

EXHIBIT INDEX

Exhibit No.	Description
7(a)	Agreement and Plan of Merger, dated as of September 30, 2009, by and among ViaSat, Inc., WildBlue Holding, Inc. and Aloha Merger Sub, Inc. (Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer on October 2, 2009).
7(b)	Registration Rights Agreement, dated as of December 15, 2009, by and among ViaSat, Inc. and the Holders listed on Schedule A thereto. (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on December 18, 2009).
7(c)	Lock-Up Agreement dated as of December 15, 2009, executed by Liberty Satellite, LLC.

**ViaSat, Inc.
Lock-Up Agreement**

December 15, 2009

ViaSat, Inc.
6155 El Camino Real
Carlsbad, CA 92009

Re: ViaSat, Inc. — Lock-Up Agreement

Ladies and Gentlemen:

The undersigned (the “**Company Stockholder**”) understands that ViaSat, Inc., a Delaware corporation (“**Parent**”), is entering into an Agreement and Plan of Merger, dated as of September 30, 2009 (the “**Merger Agreement**”), with WildBlue Holding, Inc., a Delaware corporation (the “**Company**”), and Aloha Merger Sub, Inc., a Delaware corporation (“**Merger Sub**”), pursuant to which Merger Sub shall be merged with and into the Company (the “**Merger**”) and the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation. Capitalized terms used but not otherwise defined in this agreement (this “**Lock-Up Agreement**”) shall have the meanings ascribed to such terms in the Merger Agreement.

In consideration of the agreement by Parent to issue shares of Parent Common Stock (the “**Shares**”) to the Company Stockholder as a portion of the Aggregate Merger Consideration, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company Stockholder agrees that:

(1) during the period beginning on the Closing Date and continuing to and including the date that is sixty (60) days from the Closing Date (the “**Lock-Up Period**”), neither the Company Stockholder nor any controlled Affiliate of the Company Stockholder (but not including any officer or director or other person performing similar functions) shall, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of (by operation of law or otherwise), either voluntarily or involuntarily, or enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of (by operation of law or otherwise) (each, a “**Transfer**,” but such term does not include any transaction pursuant to which Shares are pledged as collateral in a bona fide loan), any Shares received as a portion of the Aggregate Merger Consideration (the foregoing restriction is expressly agreed to preclude the Company Stockholder from engaging in any hedging or other similar transaction (including without limitation any put, call or short position) during the Lock-Up Period which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of any Shares received as a portion of the Aggregate Merger Consideration even if such Shares would be disposed of by someone other than the Company Stockholder. Notwithstanding anything to the contrary contained herein, the Company Stockholder may engage in hedging or other similar transactions during the Lock-Up Period solely with respect

to the Shares received as a portion of the Aggregate Merger Consideration that are included as part of the Lender Stock Amount; and

(2) during the period beginning on the expiration of the Lock-Up Period and continuing to and including the twelve (12) month anniversary of the Closing Date (the “**Limited Sales Period**”), neither the Company Stockholder nor any controlled Affiliate of the Company Stockholder (but not including any officer or director or other person performing similar functions) shall, directly or indirectly, Transfer (i) more than 100,000 Shares (including other Transfers subject to the Daily Limit in similar Lock-Up Agreements being entered into by other Company Stockholders on the date hereof) received as a portion of the Aggregate Merger Consideration per trading day (the “**Daily Limit**”) or (ii) more than 1.25 million Shares (including other Transfers subject to the Monthly Limit in similar Lock-Up Agreements being entered into by other Company Stockholders on the date hereof) received as a portion of the Aggregate Merger Consideration in the aggregate during any thirty (30) day period (the “**Monthly Limit**”); provided that the Company Stockholder may sell an unlimited number of Shares during the Limited Sales Period through Block Sales (as defined below) and such Block Sales shall not count against the Daily Limit or the Monthly Limit. Notwithstanding anything to the contrary contained herein, the Company Stockholder may engage in any hedging or other similar transaction during the Limited Sales Period with respect to the Shares received as a portion of the Aggregate Merger Consideration (including any Shares that are included as part of the Lender Stock Amount), provided that such transactions count against the Daily Limit and the Monthly Limit.

Notwithstanding the foregoing, the Company Stockholder and any Affiliate subject to the foregoing restrictions may Transfer any Shares received as a portion of the Aggregate Merger Consideration (and such Transfers shall not count towards the Daily Limit or the Monthly Limit) (i) as a bona fide gift or charitable contribution, provided that the applicable donee(s) agree in writing to be bound by the restrictions set forth in this Lock-Up Agreement as if such donee(s) had been an original party hereto, prior to such transfer, (ii) if the undersigned (or any Affiliate subject to the restrictions contained herein) is a partnership, limited liability company or corporation, the undersigned (or any Affiliate subject to the restrictions contained herein) may distribute Shares to its partners, members, shareholders or other equity owners, provided that the applicable recipient(s) agrees in writing to be bound by the restrictions set forth in this Lock-Up Agreement as if such recipient(s) had been an original party hereto, prior to such transfer, (iii) to an Affiliate of the Company Stockholder (or any Affiliate subject to the restrictions contained herein), provided that the applicable recipient(s) agrees in writing to be bound by the restrictions set forth in this Lock-Up Agreement as if such recipient(s) had been an original party hereto, prior to such transfer, (iv) to any family member, any trust established for the benefit of any such family member or any entity wholly owned by the undersigned (or any Affiliate subject to the restrictions contained herein) or any combination of the undersigned (or any Affiliate subject to the restrictions contained herein) and any of the foregoing, provided that the applicable recipient(s) agrees in writing to be bound by the restrictions set forth in this Lock-Up Agreement as if such recipient(s) had been an original party hereto, prior to such transfer, (v) in any Parent merger, consolidation, amalgamation, reorganization or other business combination involving Parent, (vi) to any other person or entity pursuant to a privately negotiated sale or pursuant to an effective registration statement, provided that in each case the buyer of such Shares agrees in writing to be bound by the restrictions set forth in this Lock-Up Agreement as if such buyer had been an original party hereto, prior to such transfer, or (vii) pursuant to an underwritten public offering in accordance with the “piggyback” rights set forth in the

Registration Rights Agreement. Notwithstanding anything to the contrary contained in this Lock-Up Agreement, the restrictions contained in this Lock-Up Agreement shall not apply to any shares of Parent Common Stock acquired in the public market prior to or after the date hereof or on a private basis in a transaction not subject to (i) — (iv) and (vi) above.

For the purpose of this Lock-Up Agreement, the term “**Block Sales**” means individual sale transactions of not less than fifty thousand (50,000) Shares, in market or private transactions, effected with the prior written consent of Parent.

Notwithstanding anything to the contrary contained in this Lock-Up Agreement, upon the occurrence of a Registration Default (as such term is defined in that certain Registration Rights Agreement dated as of the date hereof by and among Parent and other recipients of Shares pursuant to the Merger Agreement), the Limited Sales Period shall be decreased by the product of (x) the number of days that lapse (including the date upon which the Registration Default occurs and including the date upon which the Registration Default is cured) until such Registration Default is cured and (y) three (3).

An attempted Transfer in violation of this Lock-Up Agreement shall be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the Transfer restrictions set forth in this Lock-Up Agreement, and shall not be recorded on the stock transfer books of Parent. In order to ensure compliance with the restrictions referred to herein, the Company Stockholder agrees that Parent may issue appropriate “stop transfer” certificates or instructions. Parent may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents or instruments evidencing ownership of the Shares:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

This Lock-Up Agreement shall automatically terminate upon the expiration of the Limited Sales Period.

Upon the termination of this Lock-Up Agreement or the release of any Shares from this Lock-Up Agreement, Parent shall cooperate with the Company Stockholder (and any Affiliate subject to the restrictions of this Lock-Up Agreement) to facilitate the timely preparation and delivery of certificates representing Shares without the restrictive legend above or the withdrawal of any stop transfer instructions.

The Company Stockholder understands that Parent is relying upon this Lock-Up Agreement in entering into the Merger Agreement and proceeding toward consummation of the Merger. The Company Stockholder further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the Company Stockholder’s heirs, legal representatives, successors and assigns.

This Lock-Up Agreement shall be governed and construed on the same basis as the Merger Agreement, as set forth therein.

Very truly yours,

LIBERTY SATELLITE, LLC

By: /s/ Mark D. Carleton

Name: Mark D. Carleton

Title: Senior Vice President

[LOCK-UP AGREEMENT]
