

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |

**CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type                |
|------------------------------|----------|----------------|----------------------------|
| AC HOLDCO LLC                |          | 01/23/2008     | CORPORATION: DELAWARE      |
| AirCell LLC                  |          | 01/23/2008     | LIMITED LIABILITY COMPANY: |
| AirCell International, Inc.  |          | 01/23/2008     | CORPORATION:               |
| AirCell Aviation, Inc.       |          | 01/23/2008     | CORPORATION:               |
| SpectraLabs Technologies LLC |          | 01/23/2008     | LIMITED LIABILITY COMPANY: |
| AC BidCo LLC                 |          | 01/23/2008     | LIMITED LIABILITY COMPANY: |

**RECEIVING PARTY DATA**

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | AC ACQUISITION I LLC, as Administrative Agent |
| <b>Street Address:</b>   | One Rockefeller Plaza, 32nd Floor             |
| <b>Internal Address:</b> | C/O RIPPLEWOOD HOLDINGS, L.L.C.               |
| <b>City:</b>             | New York                                      |
| <b>State/Country:</b>    | NEW YORK                                      |
| <b>Postal Code:</b>      | 10020   |
| <b>Entity Type:</b>      | LIMITED LIABILITY COMPANY:                    |

**PROPERTY NUMBERS Total: 25**

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 1997223 | AIRCELL          |
| Registration Number: | 2606315 | AIRCELL          |
| Registration Number: | 2641476 | AIRCELL          |
| Registration Number: | 2552129 | AIRCELL ON BOARD |
| Registration Number: | 2606334 | AIRCELL ON BOARD |
| Registration Number: | 2645865 | DATAComm 500     |
| Registration Number: | 2832176 | FLIGHTGUARDIAN   |

**OP \$640.00 1997223**

|                      |          |                     |
|----------------------|----------|---------------------|
| Registration Number: | 2563910  | GUARDIAN 1000       |
| Registration Number: | 2307311  | IN TOUCH, IN FLIGHT |
| Registration Number: | 2600307  | IN TOUCH, IN FLIGHT |
| Registration Number: | 3286857  | AIRCELL AXCESS      |
| Registration Number: | 3286856  | AIRCELL AXCESS      |
| Serial Number:       | 77175191 | AIRCELL AXCESS      |
| Serial Number:       | 77175208 | AIRCELL AXCESS      |
| Serial Number:       | 77175198 | AIRCELL ON BOARD    |
| Serial Number:       | 77175213 | AIRCELL ON BOARD    |
| Serial Number:       | 77175218 | IN TOUCH, IN FLIGHT |
| Serial Number:       | 77175201 | IN TOUCH, IN FLIGHT |
| Serial Number:       | 77216179 | GOGO                |
| Serial Number:       | 77216180 | GOGO                |
| Serial Number:       | 77316410 | AIRCELL             |
| Serial Number:       | 77316414 | AIRCELL             |
| Serial Number:       | 77309056 | *-)-                |
| Serial Number:       | 77327233 | WI-FI WITH WINGS    |
| Serial Number:       | 77327244 | WI-FI WITH WINGS    |

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 33105                |
| NAME OF SUBMITTER:      | Penelope J.A. Agodoa |
| Signature:              | /pja/                |
| Date:                   | 03/28/2008           |

Total Attachments: 8  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AC HOLDCO LLC - DE

See attached Schedule I

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: AC ACQUISITION LLC, AS ADMINISTRATIVE AGENT

Internal Address: C/O RIPPLEWOOD HOLDINGS, L.L.C.,

Street Address: ONE ROCKEFELLER PLAZA, 2ND FLOOR

City: New York State: NY Zip: 10020

- Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other :

Execution Date: January 23, 2008

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope J.A. Agrelos

Internal Address: IP Research Plus, Inc.

Street Address: 21 Tadcaster Circle

City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41).....\$

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey Laub

Name of Person Signing

Signature

1/23/08  
Date

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2008, among AC HoldCo LLC (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and AC Acquisition I LLC, as Administrative Agent (the "Administrative Agent").

Reference is made to the Amended and Restated Guarantee and Collateral Agreement dated as of January 23, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the subsidiaries of the Borrower identified therein and the Administrative Agent. The Borrower and certain Purchasers named therein are parties to that certain Purchase Agreement dated as of April 28, 2006 (as amended, the "2006 Purchase Agreement"), pursuant to which such Purchasers agreed to purchase up to an aggregate of \$100,000,000 principal amount of the Borrower's 6% Senior Secured Convertible Notes (the "2006 Notes"). In connection with the issuance of the 2006 Notes, the Borrower entered into a Guarantee and Collateral Agreement (the "Original Security Agreement"). The Borrower and certain Purchasers named therein are parties to that certain Purchase Agreement dated as of January 23, 2008 (as amended, the "2008 Purchase Agreement"; the 2006 Purchase Agreement and the 2008 Purchase Agreement collectively the "Purchase Agreements") pursuant to which such Purchasers agreed to purchase up to an aggregate of \$64,000,000 principal amount of the Borrower's 6% Senior Secured Convertible Notes (the "2008 Notes" and, together with the 2006 Notes, the "Notes"). In connection with the execution and delivery of the 2008 Purchase Agreement, the parties to the Original Security Agreement entered into the Security Agreement, providing therein that the obligations of the Borrower under the 2008 Purchase Agreement and the 2008 Notes are "Obligations" for purposes thereof. The obligations of the applicable Purchasers to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement.

The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Purchase Agreements and are willing to execute and deliver this Agreement in order to induce the Purchasers to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AC HOLDCO LLC

by

Name:  
Title:

Subsidiary Parties:

AIRCELL LLC

by

Name:  
Title:

AIRCELL INTERNATIONAL, INC.

by

Name:  
Title:

AIRCELL AVIATION, INC.

by

Name:  
Title:

SPECTRALABS TECHNOLOGIES LLC

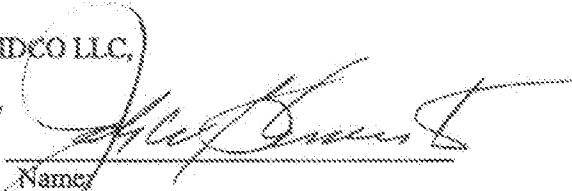
by

Name:  
Title:

*[Signature Page to Trademark Security Agreement]*

AC BIDCO LLC,

by



Name:  
Title:

AC ACQUISITION I LLC, as  
Administrative Agent,

by Ripplewood Partners II, L.P. as its  
sole member

by Ripplewood Partners II G.P.,  
L.P., as its general partner

by RP II GP, LLC, as its general  
partner

by

\_\_\_\_\_  
Name: Christopher P. Minnetian  
Title: Secretary

*[Signature Page to Trademark Security Agreement]*



AC BIDCO LLC,

by

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

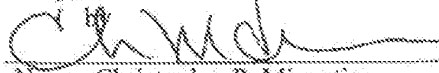
Title:

AC ACQUISITION I LLC, as  
Administrative Agent,

by Ripplewood Partners II, L.P. as its  
sole member

by Ripplewood Partners II G.P.,  
L.P., as its general partner

by RP II GP, LLC, as its general  
partner



\_\_\_\_\_  
Name: Christopher P. Minnetian

Title: Secretary

Schedule I

| Subsidiary Parties           |
|------------------------------|
| AirCell LLC                  |
| AirCell International, Inc.  |
| AirCell Aviation, Inc.       |
| Spectralabs Technologies LLC |
| AC BidCo LLC                 |

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Schedule II

I. Trademarks

| Mark                | Reg. Date        | Reg. No.  |
|---------------------|------------------|-----------|
| AIRCELL             | August 27, 1996  | 1,997,223 |
| AIRCELL             | August 13, 2002  | 2,606,315 |
| AIRCELL & Design    | October 29, 2002 | 2,641,476 |
| AIRCELL ON BOARD    | March 26, 2002   | 2,552,129 |
| AIRCELL ON BOARD    | August 13, 2002  | 2,606,334 |
| DATAComm 500        | November 5, 2002 | 2,645,865 |
| FLIGHTGUARDIAN      | April 13, 2004   | 2,832,176 |
| GUARDIAN 1000       | April 23, 2002   | 2,563,910 |
| IN TOUCH, IN FLIGHT | January 11, 2000 | 2,307,311 |
| IN TOUCH, IN FLIGHT | July 30, 2002    | 2,600,307 |
| AIRCELL AXXESS      | August 28, 2007  | 3286857   |
| AIRCELL AXXESS      | August 28, 2007  | 3286856   |

II. Trademark Applications

| Mark                | Filing Date        | Application No. |
|---------------------|--------------------|-----------------|
| AIRCELL AXXESS      | September 25, 2007 | 77/175,191      |
| AIRCELL AXXESS      | September 25, 2007 | 77/175,208      |
| AIRCELL ON BOARD    | September 25, 2007 | 77/175,198      |
| AIRCELL ON BOARD    | September 25, 2007 | 77/175,213      |
| IN TOUCH, IN FLIGHT | September 25, 2007 | 77/175,218      |
| IN TOUCH, IN FLIGHT | September 25, 2007 | 77/175,201      |
| Gogo                | June 26, 2007      | 77/216179       |
| Gogo                | June 26, 2007      | 77/216180       |
| New Aircell Logo    | October 29, 2007   | 77/316410       |
| New Aircell logo    | October 29, 2007   | 77/316414       |
| Emoticom            | October 19, 2007   | 77/309056       |
| Wifi with Wings     | November 12, 2007  | 77/327233       |
| Wifi with wings     | November 12, 2007  | 77/327244       |

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