

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aircell Business Aviation Services LLC		06/13/2008	LIMITED LIABILITY COMPANY:
Aircell LLC		06/13/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia, as Administrative Agent
Street Address:	One Liberty Plaza, 26th Floor
Internal Address:	Attn: Brenda Insull
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Bank:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Serial Number:	77175408	AIRCELL
Serial Number:	77316410	AIRCELL
Serial Number:	77316414	AIRCELL
Serial Number:	77175191	AIRCELL AXCESS
Serial Number:	77175208	AIRCELL AXCESS
Serial Number:	77175198	AIRCELL ON BOARD
Serial Number:	77175213	AIRCELL ON BOARD
Serial Number:	77175201	IN TOUCH, IN FLIGHT
Serial Number:	77175218	IN TOUCH, IN FLIGHT
Serial Number:	77327233	WI-FI WITH WINGS
Serial Number:	77327244	WI-FI WITH WINGS

CH \$765.00 77175408

Serial Number:	77216179	GOGO
Serial Number:	77216180	GOGO
Serial Number:	77309056	*-)-
Registration Number:	2606315	AIRCELL
Registration Number:	1997223	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
Registration Number:	2767272	FLIGHTGUARDIAN
Registration Number:	2563910	GUARDIAN 1000
Registration Number:	2600307	IN TOUCH, IN FLIGHT
Registration Number:	2307311	IN TOUCH, IN FLIGHT
Registration Number:	3286857	AIRCELL AXCESS
Registration Number:	3286856	AIRCELL AXCESS
Serial Number:	77175183	AIRCELL
Serial Number:	77175204	AIRCELL
Serial Number:	77175419	AIRCELL

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	614624-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	06/18/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 13, 2008 (this "Agreement"), is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided in the Guarantee and Collateral Agreement (as defined below), collectively, the "Grantors" and each, individually, a "Grantor"), in favor of The Bank of Nova Scotia, as administrative agent (together with its successors and permitted assigns in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 13, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Aircell Business Aviation Services LLC, a Delaware limited liability company (the "Borrower"), AC HoldCo LLC, a Delaware limited liability company, the various parties from time to time party thereto as lenders (the "Lenders"), Credit Suisse, Cayman Islands Branch, as Documentation Agent, and The Bank of Nova Scotia, as the Sole Lead Arranger, Sole Bookrunner and Administrative Agent, the Lenders and the Administrative Agent have extended Commitments and made Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Guarantee and Collateral Agreement, dated as of June 13, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including those referred to in Item A of Schedule I hereto (as may be supplemented from time to time);

(b) all Trademark Licenses, including each Trademark License referred to in Item B of Schedule I hereto (as may be supplemented from time to time);

(c) all rights to sue at law or in equity for any infringement or other impairment of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all Proceeds of, and all rights, priorities and privileges, whether arising under United States, multinational or foreign laws or otherwise, relating to, the Trademark Collateral described in clauses (a) and (b).

SECTION 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

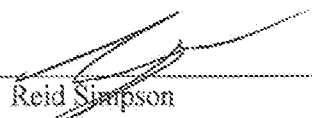
SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including, without limitation, Article X thereof.

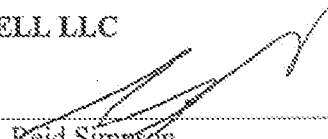
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

AIRCELL BUSINESS AVIATION SERVICES LLC

By: 
Name: Reid Simpson
Title: Chief Financial Officer and Assistant Secretary

AIRCELL LLC

By: 
Name: Reid Simpson
Title: Chief Financial Officer and Assistant Secretary

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

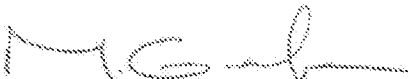
AIRCELL BUSINESS AVIATION SERVICES LLC

By: _____
Name:
Title:

AIRCELL LLC

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Name: Marc Graham
Title: Director

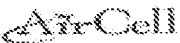

SCHEDULE I
to the Trademark Security Agreement

TRADEMARKS




AIRCELL LLC - Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>
GOGO	US	77/216179	June 26, 2007
GOGO	US	77/216180	June 26, 2007
*-) (Emoticon)	US	77/309056	Oct. 19, 2007

AIRCELL BUSINESS AVIATION SERVICES LLC - Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>
AIRCELL	US	2,606,315	August 13, 2002
AIRCELL	US	1,997,223	August 27, 1996
	US	2,641,476	October 29, 2002
AIRCELL ON BOARD	US	2,552,129	March 26, 2002
AIRCELL ON BOARD	US	2,606,334	August 13, 2002
DATAComm 500	US	2,645,865	November 5, 2002
FLIGHTGUARDIAN	US	2,832,176	April 13, 2004
FLIGHTGUARDIAN	US	2,767,272	September 23, 2003
GUARDIAN 1000	US	2,563,910	April 23, 2002
IN TOUCH, IN FLIGHT	US	2,600,307	July 30, 2002
IN TOUCH, IN FLIGHT	US	2,307,311	January 11, 2000
AIRCELL AXCESS	US	3286857	August 28, 2007
AIRCELL AXCESS	US	3286856	August 28, 2007
AIRCELL*	US	77/175,183	May 8, 2007
AIRCELL*	US	77/175,204	May 8, 2007
* 	US	77/175,419	May 8, 2007

Errors/Inconsistencies documented property owner

<u>Mark</u>	<u>Country</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>
* 	US	77/175,408	May 8, 2007
	US	77/316410	October 29, 2007
	US	77/316414	October 29, 2007
AIRCELL AXCESS*	US	77/175,191	May 8, 2007
AIRCELL AXCESS*	US	77/175,208	May 8, 2007
AIRCELL ON BOARD*	US	77/175,198	May 8, 2007
AIRCELL ON BOARD*	US	77/175,213	May 8, 2007
IN TOUCH, IN FLIGHT*	US	77/175,201	May 8, 2007
IN TOUCH, IN FLIGHT*	US	77/175,218	May 8, 2007
WI-FI WITH WINGS	US	77/327233	Nov. 12, 2007
WI-FI WITH WINGS	US	77/327244	Nov. 12, 2007