

**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		06/13/2008	LIMITED LIABILITY COMPANY: DELAWARE
AirCell LLC		06/13/2008	LIMITED LIABILITY COMPANY:
Aircell Business Aviation Services LLC		06/13/2008	LIMITED LIABILITY COMPANY:
AirCell International Inc.		06/13/2008	CORPORATION:
AC BidCo LLC		06/13/2008	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: 30**

Property Type	Number	Word Mark
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

OP \$765.00 77216179

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
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

**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:	33523
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

**TRADEMARK**

Date:

11/07/2008

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT, dated as of June [ ], 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 Second Amended and Restated Guarantee and Collateral Agreement dated as of June 13, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Guarantors 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 with the parties named therein (as amended and restated as of January 23, 2008, and otherwise as amended, supplemented, amended and restated or otherwise modified from time to time, the "GCA").

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").

Pursuant to the Credit Agreement (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") dated June 13, 2008 among The Bank of Nova Scotia, as administrative agent, sole lead arranger and sole bookrunner, the financial institutions and other persons from time to time parties to the Credit Agreement (collectively, the "Lenders"), Aircell Business Aviation Services LLC, a Delaware limited liability company ("ABA"), the Borrower, and Credit Suisse, Cayman Islands Branch, as documentation agent, the Lenders have severally agreed to make extensions of credit to ABA upon the terms and subject to the conditions set forth therein. In connection with the execution and delivery of the Credit Agreement, the parties to the GCA amended and restated the GCA in order to induce the administrative agent under the Credit Agreement and the Lenders to enter into the Credit Agreement and in order to induce the Lenders to make their respective extensions of credit to ABA thereunder.

The Guarantors are affiliates of the Borrower. The Borrower and the Guarantors are engaged in related businesses, and the Borrower and each Guarantor derived and will derive substantial direct and indirect benefit from the making of the

extensions of credit under the Purchase Agreements and the Credit Agreement. 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, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, those listed on Schedule II (the "Trademarks"); and

(b) the right to obtain all renewals thereof.

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 BUSINESS AVIATION  
SERVICES LLC

by

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

Title:

AIRCELL INTERNATIONAL INC.

by

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

Title:

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

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Name: Christopher P. Minnetian  
Title: Secretary








Schedule I

<u>Subsidiary Parties</u>
AirCell LLC
Aircell Business Aviation Services LLC
AirCell International Inc.
AC BidCo LLC



Schedule II

I. Trademarks/Trademark Applications

MARK	COUNTRY	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)
GOGO	US	77/216179	June 26, 2007
GOGO	US	77/216180	June 26, 2007
*.-) (Emoticon)	US	77/309056	Oct. 19, 2007
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
* 	US	77/175,408	May 8, 2007
	US	77/316410	October 29, 2007
	US	77/316414	October 29, 2007
 AXCESS*	US	77/175,191	May 8, 2007
 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