

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NOVA SCOTIA		09/30/2009	CHARTERED BANK: CANADA

RECEIVING PARTY DATA

Name:	AIRCELL BUSINESS AVIATION SERVICES LLC
Street Address:	1250 North Arlington Heights Rd.
Internal Address:	Suite 500
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	AIRCELL LLC
Street Address:	1250 North Arlington Heights Rd.
Internal Address:	Suite 500
City:	Itasca
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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

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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
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: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: JLIK@SHEARMAN.COM
Correspondent Name: GLORIA JUNG
Address Line 1: 599 LEXINGTON AVENUE
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	36437/3
NAME OF SUBMITTER:	GLORIA JUNG

Signature:	/GLORIA JUNG/
Date:	10/30/2009
Total Attachments: 5 source=Release Agreement - Trademark#page1.tif source=Release Agreement - Trademark#page2.tif source=Release Agreement - Trademark#page3.tif source=Release Agreement - Trademark#page4.tif source=Release Agreement - Trademark#page5.tif	

TRADEMARK SECURITY RELEASE AGREEMENT

This TRADEMARK SECURITY RELEASE AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Release") dated October 30, 2009, is made by 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 (as defined in the Guarantee and Collateral Agreement referred to below), in favor of Aircell Business Aviation Services LLC and Aircell LLC (collectively, the "Grantors"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Guarantee and Collateral Agreement and the Trademark Security Agreement (as defined below).

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 extended Commitments and made Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors 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 granted to the Administrative Agent, for its benefit and the ratable benefit of each other Secure Party, a continuing security interest in all of the Trademark Collateral to secure the Obligations, and executed and delivered that certain Trademark Security Agreement, dated as of June 13, 2008 made by the Grantors (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 17, 2008 at Reel 3797 and Frame 0835; and

WHEREAS, the Administrative Agent now desires to release its security interest in and to the Grantor's right, title and interest in and to the Trademark Collateral, including the trademark registrations and trademark applications identified on Schedule I attached hereto (the "Released Intellectual Property").

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

SECTION 1. Release of Security Interest. The Administrative Agent hereby terminates and releases in its entirety to the Grantors its security interest in, to and under the Released Intellectual Property.

SECTION 2. Recordation. The Administrative Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Release.

SECTION 3. Execution in Counterparts. This Trademark Security Release 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.

SECTION 4. Governing Law. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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

THE BANK OF NOVA SCOTIA,
as the Administrative Agent

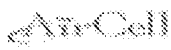

By Mark Vigil
Name: MARK VIGIL
Title: MANAGING DIRECTOR




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 300	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

<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 ACCESS*	US	77/175,191	May 8, 2007
AIRCELL ACCESS*	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