

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY RELEASE AGREEMENT (JUNE 13, 2008)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AC ACQUISITION I LLC		01/05/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AC HOLDCO INC. (SUCCESSOR IN INTEREST TO AC HOLDCO LLC)		
Street Address:	1250 N. ARLINGTON HEIGHTS ROAD		
Internal Address:	SUITE 500		
City:	ITASCA		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	CORPORATION: DELAWARE		
Name:	AIRCELL LLC		
Street Address:	1250 N. ARLINGTON HEIGHTS ROAD		
Internal Address:	SUITE 500		
City:	ITASCA		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	AIRCELL BUSINESS AVIATION SERVICES LLC		
Street Address:	1250 N. ARLINGTON HEIGHTS ROAD		
Internal Address:	SUITE 500		
City:	ITASCA		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	AIRCELL INTERNATIONAL, INC.		

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Street Address:	1250 N. ARLINGTON HEIGHTS ROAD
Internal Address:	SUITE 500
City:	ITASCA
State/Country:	ILLINOIS
Postal Code:	60143
Entity Type:	CORPORATION: DELAWARE

Name:	AC BIDCO LLC
Street Address:	1250 N. ARLINGTON HEIGHTS ROAD
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
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:	01/08/2010

Total Attachments: 4
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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 January 5, 2010, is made by AC Acquisition LLC, as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for each of the Secured Parties (as defined in the Security Agreement referred to below) in favor of AC HoldCo Inc. (successor in interest to AC HoldCo LLC), Aircell LLC, Aircell Business Aviation Services LLC, Aircell International, Inc., and AC BidCo LLC (collectively, the "Grantors"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to these terms in the Security Agreement and the Trademark Security Agreement (as defined below).

WHEREAS, AC HoldCo Inc. (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"), and 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");

WHEREAS, 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");

WHEREAS, 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 agreed to make extensions of credit to ABA upon the terms and subject to the conditions set forth therein;

WHEREAS, 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;

WHEREAS, in connection with the execution and delivery of the Credit Agreement and GCA, the Borrower, the Grantors and the Administrative Agent entered into 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");

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a 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 November 7, 2008 at Reel 3884 and Frame 0349; and

WHEREAS, the Administrative Agent now desires to release its security interest in and to the Grantors' right, title and interest in and to the Trademark Collateral.

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

SECTION 1. Release of Security Interest. The Administrative Agent hereby terminates and releases in its entirety its security interest in and to each 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 and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

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

SECTION 3. Governing Law. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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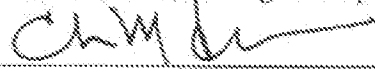
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Release as of the day and year first above written.

AC ACQUISITION I, LLC
as the Administrative Agent

By: Ripplewood Partners II, L.P., as its sole member

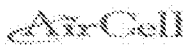
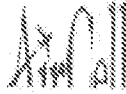





By: Ripplewood Partners II G.P., L.P., as its
general partner

By: RP II GP, LLC, as its general partner

By: 
Name: Christopher Minnetian
Title: Secretary

Schedule I

L 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	2,352,129	March 26, 2002
AIRCELL ON BOARD	US	2,606,334	August 13, 2002
DATAComm 500	US	2,645,863	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	77/175,468	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