

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT RELEASE (JANUARY 23, 2008)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AC ACQUISITION I LLC		01/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	AC HOLDCO INC. (SUCCESSOR IN INTEREST TO AC HOLDCO LLC)
<b>Street Address:</b>	1250 N. ARLINGTON HEIGHTS ROAD
<b>Internal Address:</b>	SUITE 500
<b>City:</b>	ITASCA
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60143
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	AIRCELL LLC
<b>Street Address:</b>	1250 N. ARLINGTON HEIGHTS ROAD
<b>Internal Address:</b>	SUITE 500
<b>City:</b>	ITASCA
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60143
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	AIRCELL INTERNATIONAL, INC.
<b>Street Address:</b>	1250 N. ARLINGTON HEIGHTS ROAD
<b>Internal Address:</b>	SUITE 500
<b>City:</b>	ITASCA
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60143
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	AIRCELL AVIATION, INC.
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**900151692**

**TRADEMARK  
 REEL: 004128 FRAME: 0210**

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

Name:	SPECTRALABS TECHNOLOGIES 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: 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
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

**TRADEMARK**

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: (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  
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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 I 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 International, Inc., Aircell Aviation, Inc., AC BidCo LLC and SpectraLabs Technologies 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 (the "Original Security Agreement");

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, in connection with the execution and delivery of the 2008 Purchase Agreement, the parties to the Original Security Agreement entered into 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"), providing therein that the obligations of the Borrower under the 2008 Purchase Agreement and the 2008 Notes are "Obligations" for purposes thereof;

WHEREAS, pursuant to the Purchase Agreements and 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 January 23, 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 March 28, 2008 at Reel 3748 and Frame 0678; 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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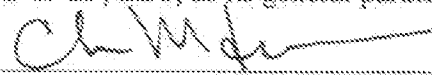
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Release as of the day and year first above written.

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

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	2,568,910
IN TOUCH, IN FLIGHT	January 11, 2000	2,307,311
IN TOUCH, IN FLIGHT	July 30, 2002	2,600,307
AIRCELL AXCESS	August 28, 2007	3286857
AIRCELL AXCESS	August 28, 2007	3286856

II. Trademark Applications

Mark	Filing Date	Application No.
AIRCELL AXCESS	September 25, 2007	77/175,191
AIRCELL AXCESS	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
Emoticon	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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