

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
Row 44, Inc.		12/23/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	PAR Investment Partners, L.P., as Collateral Agent
Street Address:	One International Place, Suite 2401
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3894253	ROW 44
Registration Number:	3648773	ROW 44
Registration Number:	3648365	GIVING BROADBAND WINGS
Serial Number:	85392684	FLY ENTERTAINED

CORRESPONDENCE DATA	
Fax Number:	(617)449-6999
Phone:	(617) 960-3939
Email:	NYTEF@JONESDAY.COM
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Elizabeth C. Pendergast
Address Line 1:	100 High Street
Address Line 2:	Jones Day
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	876245-605001
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CH \$115.00 3894253

NAME OF SUBMITTER:	Elizabeth C. Pendergast
Signature:	/Elizabeth C. Pendergast/
Date:	12/29/2011
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 23, 2011 by Row 44, Inc. (the "Pledgor"), in favor of PAR Investment Partners, L.P., in its capacity as collateral agent pursuant to the Note and Warrant Purchase Agreement, dated as of December 23, 2011 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a security agreement, dated as of December 23, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Investors, to enter into the Note and Warrant Purchase Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Investors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 17(g) of the Security Agreement, upon written request of the Pledgor, the

Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROW 44, INC.

By: _____

Name: John Guden

Title: CEO

Accepted and Agreed:

PAR INVESTMENT PARTNERS, L.P.

as Collateral Agent

By: PAR Group, L.P.

as its general partner

By: PAR Capital Management, Inc.

as its general partner

By:

SM
Name: Steven M. Smith
Title: Chief Operating Officer
and General Counsel

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Row 44, Inc.	3,894,253	ROW 44
Row 44, Inc.	3,648,773	ROW 44
Row 44, Inc.	3,648,365	GIVING BROADBAND WINGS

Trademark Applications:

OWNER	APPLICATION NUMBER	TITLE
Row 44, Inc.	85/392,684	FLY ENTERTAINED