

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
PAR Investment Partners, L.P.		11/14/2012	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Row 44, Inc.
Street Address:	4353 Park Terrace Drive, Suite 100
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91361
Entity Type:	CORPORATION: 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:	2127557603
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(212) 326-3939
Email:	NYTEF@JONESDAY.COM
Correspondent Name:	Elizabeth Pendergast
Address Line 1:	222 East 41st Street
Address Line 2:	Jones Day
Address Line 4:	New York, NEW YORK 10017

NAME OF SUBMITTER:	Elizabeth Pendergast
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CH \$115.00 3894253

Signature:	/Elizabeth Pendergast/
Date:	11/26/2012
Total Attachments: 4 source=PAR_Row 44 - Trademark Release#page1.tif source=PAR_Row 44 - Trademark Release#page2.tif source=PAR_Row 44 - Trademark Release#page3.tif source=PAR_Row 44 - Trademark Release#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of November 14, 2012 (the "Trademark Security Release"), is made by PAR Investment Partners, L.P., in its capacity as collateral agent for the Investors (as defined in the Note and Warrant Agreement defined below) (in such capacity, the "Collateral Agent"), in favor of Row 44, Inc. ("Grantor"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Security Agreement (as is defined below).

WHEREAS, the Collateral Agent, the Investors and Grantor entered into a certain Note and Warrant Purchase Agreement, dated as of December 23, 2011 (as in effect from time to time, the "Note and Warrant Agreement"), which provides for the Investors' purchase of certain secured convertible promissory notes (the "Notes") and warrants to purchase the Company's Common Stock, par value \$0.0001 per share (the "Warrants") upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition to the purchase of the Notes and Warrants from the Grantor under the Note and Warrant Agreement, Grantors (including Grantor) executed and delivered that certain Security Agreement, dated as of December 23, 2011 (as in effect from time to time, the "Security Agreement"), made in favor of the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, Grantor pledged and granted to the Collateral Agent, a continuing security interest in, Lien on and right of set-off against, among other Collateral, all of Grantor's General Intangibles, including any Trademarks set forth on Schedule I attached hereto (such Trademarks, collectively, the "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered that certain Trademark Security Agreement, dated as of December 23, 2011 (as in effect from time to time, the "Patent Security Agreement"), made by and between Grantor and the Collateral Agent for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 29, 2011 on Reel/Frame 4688/0891;

WHEREAS, the Obligations secured by the Trademark Collateral have been repaid; and

WHEREAS, the Collateral Agent therefore desires to release, terminate and discharge its security interest in, Lien on and right of set-off against the Trademark Collateral, subject to the terms of the Note and Warrant Agreement and the Security Agreement.

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

1. The Collateral Agent hereby releases, terminates and discharges the Collateral Agent's security interest in, Lien on, and right of set-off against the Trademark Collateral that was granted to the Collateral Agent pursuant to the Note and Warrant Agreement.

2. This Trademark Security Release may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement.

3. This Trademark Security Release shall be governed by, and construed under the internal laws of the State of New York, without reference to principles of conflicts of laws or choice of laws. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date above first written.

PAR INVESTMENT PARTNERS, L.P, in
its capacity as Collateral Agent

By: PAR Group, L.P.
as its general partner

By: PAR Capital Management, Inc.
as its general partner

By



Name:

Title:

Steven K. Smith
Chief Operating Officer and General Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY RELEASE]

TRADEMARK
REEL: 004906 FRAME: 0240

SCHEDULE I
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