

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |   |                |                                     |
|---|---|----------------|-------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                                |                |                                     |
| NATURE OF CONVEYANCE:   | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL  |                |                                     |
| CONVEYING PARTY DATA  |   |                |                                     |
| Name  | Formerly                                      | Execution Date | Entity Type                         |
| LiveTV Airfone, LLC   |   | 04/11/2013     | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA  |   |                |                                     |
| Name:   | Aircell Business Aviation Services LLC        |                |                                     |
| Street Address:   | 303 South Technology Court, Bldg. A           |                |                                     |
| City:   | Broomfield                                    |                |                                     |
| State/Country:  | COLORADO                                      |                |                                     |
| Postal Code:  | 80021   |                |                                     |
| Entity Type:  | LIMITED LIABILITY COMPANY: DELAWARE           |                |                                     |
| PROPERTY NUMBERS Total: 2   |   |                |                                     |
| Property Type   | Number  | Word Mark      |                                     |
| Registration Number:  | 1861211                                       | AIRFONE        |                                     |
| Registration Number:  | 2089648                                       | 1-800-AIRFONE  |                                     |
| CORRESPONDENCE DATA   |   |                |                                     |
| Fax Number:   | 2024576315                                    |                |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                |                                     |
| Phone:  | 2024576030                                    |                |                                     |
| Email:  | dlodge@pattonboggs.com, kagee@pattonboggs.com |                |                                     |
| Correspondent Name:   | Deborah M. Lodge - Patton Boggs LLP           |                |                                     |
| Address Line 1:   | 2550 M Street, NW                             |                |                                     |
| Address Line 4:   | Washington, DISTRICT OF COLUMBIA 20037        |                |                                     |
| ATTORNEY DOCKET NUMBER:   | 013207.0200TM                                 |                |                                     |
| NAME OF SUBMITTER:  | Deborah M. Lodge                              |                |                                     |
| Signature:  | /Deborah M. Lodge/                            |                |                                     |

OP \$65.00 1861211

Date:

04/18/2013

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of **April 11, 2013** ("Effective Date") by and between **LiveTV Airfone, LLC**, a **Delaware limited liability company** (formerly known as LiveTV Airfone, Inc.), with its principal office at **2809 Butterfield Road, Oak Brook, Illinois 60523** ("Assignor"), and **Aircell Business Aviation Services LLC**, a **Delaware limited liability company**, with its principal office at **303 South Technology Court, Building A, Broomfield, Colorado 80021** ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain **Purchase Agreement** dated **April 20, 2012** (the "Agreement");

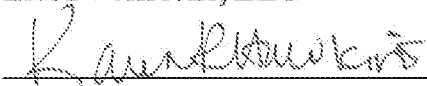
**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**LiveTV Airfone, LLC**  
  
Name: Karen K. Hawkins  
Title: Authorized Signatory

**Aircell Business Aviation Services LLC**  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

| <b>Trademark No.</b> | <b>Registration Date</b> | <b>Mark</b>   |
|----------------------|--------------------------|---------------|
| 1861211              | November 1, 1994         | AIRFONE       |
| 2089648              | August 19, 1997          | 1-800-AIRFONE |

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Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

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LiveTV Airfone, LLC

Aircell Business Aviation Services LLC

Name: \_\_\_\_\_

Name: Norm Smagley

Title: \_\_\_\_\_

Title: EVP & CFO

SCHEDULE A

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