

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Row 44, Inc.		12/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	1001 Page Mill Road		
Internal Address:	Building 4, Floor 2		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3648365	GIVING BROADBAND WINGS	
Registration Number:	3894253	ROW 44	
Registration Number:	3648773	ROW 44	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049133-0109		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/22/2014		
Total Attachments: 6			
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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2014 (as it may be further amended, restated, amended and restated, extended, renewed, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of CITIBANK, N.A. (“**Bank**”), pursuant to that certain Loan Agreement (as defined below), with reference to the following facts:

RECITALS

The Grantors are party to a Loan and Security Agreement dated as of the date hereof (as it may be further amended, restated, amended and restated, extended, renewed, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) between each of the Grantors, certain Affiliates of the Grantors party thereto and Bank, pursuant to which the Grantors granted a security interest to Bank in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with Bank as follows:

AGREEMENT

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Each Grantor hereby assigns and pledges, and grants to Bank, a continuing Lien on and security interest in and to all present and future United States and foreign trademarks, trade names, trade styles, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing in each case which are owned by such Grantor, including, but not limited to: (i) the registrations and applications referred to in Schedule A; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, in each case, wherever located and whether now owned or existing or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) as collateral security for the timely payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration or otherwise) of such Grantor’s Obligations. Notwithstanding the foregoing, the Trademark

Collateral does not include (a) any right held under a license that is not assignable by its terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is effective under Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provisions thereof) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), (b) any lease, license, contract, or agreement in respect of personal property to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that the grant of a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor or (ii) a term, provision or condition (including any requirement to obtain the consent of any Governmental Authority or third party) of any such lease, license, contract or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that the Trademark Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in subclause (b)(i) or (ii) above, provided, further, that the exclusions referred to in clause (b) shall not include any proceeds of any such lease, license, contract or agreement or (c) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York (without regard to the conflicts of law principles of such State), including all matters of construction, validity and performance, regardless of the location of the Trademark Collateral, provided, however, that if the laws any jurisdiction other than New York shall govern in regard to the validity, perfection or effect of perfection of any Lien or in regard to procedural matters affecting enforcement of any Liens in Trademark Collateral, such laws of such other jurisdiction shall continue to apply to that extent.

SECTION 5. COUNTERPARTS

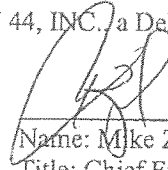
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile (or other electronic) transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

ROW 44, INC., a Delaware corporation

By:




Name: Mike Zemetra

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

CITIBANK, N.A.

By: 
Name: Sigrid Nubla
Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
U.S.	GIVING BROADBAND WINGS	77388295	2/4/2008	3648365	6/30/2009	Row 44, Inc.
U.S.	ROW 44	77388221	2/4/2008	3894253	12/21/2010	Row 44, Inc.
U.S.	ROW 44	77977249	2/4/2008	3648773	6/30/2009	Row 44, Inc.