

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARKS SYSTEMS, INC.		08/04/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Eagle Entertainment, Inc.		
<b>Street Address:</b>	4553 Glencoe Ave. Suite 300		
<b>City:</b>	Marina Del Rey		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90292		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4325665	MASFLIGHT	
<b>Registration Number:</b>	4340073	DOORTRIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8052301355		
<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>			
<b>Phone:</b>	8052301350		
<b>Email:</b>	nabeloe@socalip.com		
<b>Correspondent Name:</b>	SoCal IP Law Group LLP		
<b>Address Line 1:</b>	310 N. Westlake Blvd., Suite 120		
<b>Address Line 4:</b>	Westlake Village, CALIFORNIA 91362		
<b>NAME OF SUBMITTER:</b>	Nicole M. Abeloe		
<b>SIGNATURE:</b>	/Nicole M. Abeloe/		
<b>DATE SIGNED:</b>	06/08/2016		
<b>Total Attachments: 1</b>			
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## MARKS SYSTEMS TRADEMARK ASSIGNMENT AGREEMENT

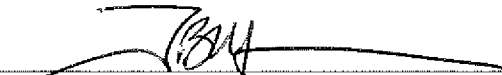
This MARKS SYSTEMS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between Marks Systems, Inc., a Delaware corporation ("Assignor") and Global Eagle Entertainment, Inc., a Delaware corporation ("Assignee"), and is made with respect to the following recitals and is made effective August 4, 2015.

- A. Assignor has used the marks MASFLIGHT and DOORTRIP as trademarks and has thereby obtained goodwill in the marks (the "Assignor Trademarks").
- B. Assignor has obtained US Trademark Registration No. 4,325,665 for the mark MASFLIGHT and US Trademark Registration No. 4,340,073 for the mark DOORTRIP (the "Assignor Registrations").
- C. Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor related to the Assignor Trademarks.

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

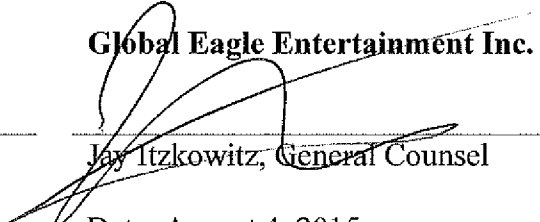
1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assignor Trademarks throughout the world in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including the Assignor Registrations, including the goodwill associated therewith (altogether, "the Assignor Trademark Rights").
2. Assignor acknowledges receipt of adequate consideration.
3. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law.
4. The parties hereto are separate and independent legal entities. Nothing herein contained will be construed or deemed hereby to create a principal/agent relationship between the parties nor any form of partnership or joint venture.
5. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

**Marks Systems, Inc.**

  
Joshua Marks, CEO

Date: August 4, 2015

**Global Eagle Entertainment Inc.**

  
Jay Itzkowitz, General Counsel

Date: August 4, 2015