

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navaero AB		08/04/2015	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	Global Eagle Entertainment, Inc.		
Street Address:	4553 Glencoe Ave. Suite 300		
City:	Marina Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3093580	T PAD	
Registration Number:	3136192	NAVAERO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	8052301350		
Email:	nabeloe@socalip.com		
Correspondent Name:	SoCal IP Law Group LLP		
Address Line 1:	310 N. Westlake Blvd., Suite 120		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
NAME OF SUBMITTER:	Nicole M. Abeloe		
SIGNATURE:	/Nicole M. Abeloe/		
DATE SIGNED:	06/09/2016		
Total Attachments: 1			
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NAVAERO TRADEMARK ASSIGNMENT AGREEMENT

This NAVAERO TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between Navaero AB, a Swedish company ("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 NAVAERO, T PAD and T-BAG as trademarks and has thereby obtained goodwill in the marks (the "Assignor Trademarks").
- B. Assignor has obtained US Trademark Registration No. 3136192 for the mark NAVAERO and US Trademark Registration No. 3093580 for the mark T PAD (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.

~~Navaero AB~~

Stefan Ridderheim, CEO

Date: August 4, 2015

Global Eagle Entertainment Inc.

Jay Jizkowitz, General Counsel

Date: August 4, 2015