

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM388352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AT REEL/FRAME NO. 4994/0303		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MORGAN STANLEY SENIOR FUNDING, INC.		06/14/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOGO LLC		
<b>Street Address:</b>	1250 N. ARLINGTON HEIGHTS ROAD		
<b>City:</b>	ITASCA		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4247178	LAND ON TOP OF THINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	042742-0025		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		
<b>DATE SIGNED:</b>	06/17/2016		
<b>Total Attachments: 5</b>			
source=Gogo LLC Release of Trademark Security Agreement Executed#page1.tif			
source=Gogo LLC Release of Trademark Security Agreement Executed#page2.tif			
source=Gogo LLC Release of Trademark Security Agreement Executed#page3.tif			
source=Gogo LLC Release of Trademark Security Agreement Executed#page4.tif			

OP \$40.00 4247178



**RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of June 14, 2016 (this "Release"), is made by MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the "Collateral Agent"), in favor of GOGO LLC (the "Grantor"), as follows:

**W I T N E S S E T H**

WHEREAS, the Collateral Agent and Grantor are party to the Amended and Restated Credit Agreement, amended and restated as of July 30, 2014, among the Grantor, Gogo Business Aviation LLC (f/k/a Aircell Business Aviation Services LLC), a Delaware limited liability company, and Gogo Intermediate Holdings LLC, a Delaware limited liability company, as Borrowers, the Lenders and the Collateral Agent, as Administrative Agent and as Collateral Agent (the "Credit Agreement"; capitalized terms used herein that are defined in the Credit Agreement and not otherwise defined herein have the meanings given in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement and pursuant to the Trademark Security Agreement, dated as of June 21, 2012, and recorded with the U.S. Patent and Trademark Office on June 22, 2012 at Reel/Frame No. 4806/0935, the Supplemental Trademark Security Agreement, dated as of March 28, 2013, and recorded with the U.S. Patent and Trademark Office on March 28, 2013 at Reel/Frame No. 4994/0303 and the Supplemental Trademark Security Agreement, dated as of April 25, 2016, and recorded with the U.S. Patent and Trademark Office on April 26, 2016 at Reel/Frame No. 5778/0403, the Grantor granted to the Collateral Agent a security interest in certain collateral pledged by the Grantor described therein, including, without limitation, the United States trademarks set forth on Schedule A attached hereto (collectively, with (i) all extensions and renewals thereof, (ii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other trademark rights accruing thereunder or pertaining thereto throughout the world, the "Trademark Collateral");

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in all right, title and interest of the Collateral Agent in and to the Trademark Collateral; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, the Collateral Agent, without recourse, representation or warranty of any kind or nature, and at the Grantor's sole cost and expense, hereby terminates, cancels and

releases its security interest in the Trademark Collateral and any and right, title and interest of the Collateral Agent in the Trademark Collateral shall hereby terminate, cease and become void.

The Collateral Agent shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Grantor may reasonably request for the purposes of implementing or effectuating the provisions of this Release.

[SIGNATURE PAGE FOLLOWS]

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

**MORGAN STANLEY SENIOR  
FUNDING, INC.,**  
as Collateral Agent



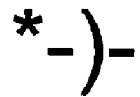
By: 

Name: Stephen B. King

Title: Vice President

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

**Reel/Frame No. 4806/0935**

<b>Trademark</b>	<b>Status</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>
GOGO BIZ	Registered	85581100 3/27/12	4256786 12/11/12
IT'S THE INTERNET. IN THE SKY.	Registered	85440977 10/6/11	4167076 7/3/12
GOGO VISION	Registered	85370757 7/13/11	4133220 4/24/12
IN AIR. ONLINE.	Registered	85349559 6/17/11	4126957 4/10/12
IN AIR. ONLINE.	Registered	85349568 6/17/11	4126958 4/10/12
GOGO 	Registered	85339267 6/6/11	4129839 4/17/12
GOGO 	Registered	85339274 6/6/11	4133147 4/24/12
*-)-  	Registered	77976486 10/19/07	3600042 3/31/09

Trademark	Status	Application Number Application Date	Registration Number Registration Date
Design Only  *-)-	Registered	77309056 10/19/07	3667304 8/11/09
GOGO	Registered	77216180 6/26/07	3499843 9/9/08
GOGO	Registered	77216179 6/26/07	3680364 9/8/09

Reel/Frame No. 4994/0303

Trademark	Status	Application Number Application Date	Registration Number Registration Date
LAND ON TOP OF THINGS	Registered	85440937 10/6/11	4247178 11/20/12

Reel/Frame No. 5778/0403

Trademark	Status	Application Number Application Date	Registration Number Registration Date
2KU	Pending	86950777 3/23/16	