

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388339

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AT REEL/FRAME NO. 4806/0962

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		06/14/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOGO BUSINESS AVIATION LLC (F/K/A AIRCELL BUSINESS AVIATION SERVICES LLC)
Street Address:	11001 W 120TH AVENUE, SUITE 310
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4260362	IN AIR & ON.
Registration Number:	4186069	AIRCELL
Registration Number:	4186071	AIRCELL
Registration Number:	3473337	AIRCELL
Registration Number:	3481693	AIRCELL AXCESS
Registration Number:	3561842	AIRCELL
Registration Number:	3513369	AIRCELL AXCESS
Registration Number:	3473338	IN TOUCH, IN FLIGHT
Registration Number:	3477620	IN TOUCH, IN FLIGHT
Registration Number:	3286856	AIRCELL AXCESS
Registration Number:	3286857	AIRCELL AXCESS
Registration Number:	2606315	AIRCELL
Registration Number:	2641476	AIRCELL
Registration Number:	2307311	IN TOUCH, IN FLIGHT
Registration Number:	1997223	AIRCELL

CORRESPONDENCE DATA

TRADEMARK

900368315

REEL: 005815 FRAME: 0834

OP \$390.00 4260362

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042742-25
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	06/17/2016

Total Attachments: 5

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**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 BUSINESS AVIATION LLC (f/k/a Aircell Business Aviation Services LLC) (the "Grantor"), as follows:

WITNESSETH

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 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. 4806/0962, 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

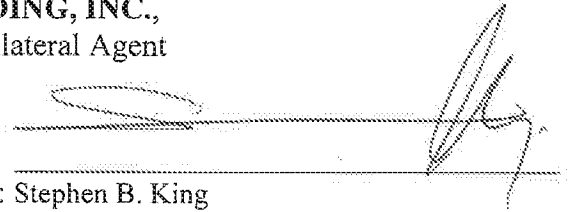
may reasonably request for the purposes of implementing or effectuating the provisions of this Release.

[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

A handwritten signature in black ink, appearing to read 'S. King', is written over a horizontal line. The signature is stylized and extends slightly above and below the line.

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

Reel/Frame No. 4806/0962

Trademark	Status	Application Number Application Date	Registration Number Registration Date
IN AIR & ON.	REGISTERED	85495479 12/14/11	4260362 12/18/12
AIRCELL 	REGISTERED	85495466 12/14/11	4186069 8/7/12
AIRCELL 	REGISTERED	85495497 12/14/11	4186071 8/7/12
AIRCELL	REGISTERED	77175183 5/8/07	3473337 7/22/08
AIRCELL AXCESS	REGISTERED	77175191 5/8/07	3481693 8/5/08
AIRCELL	REGISTERED	77175204 5/8/07	3561842 1/13/09
AIRCELL AXCESS	REGISTERED	77175208 5/8/07	3513369 10/7/08

Trademark	Status	Application Number Application Date	Registration Number Registration Date
IN TOUCH, IN FLIGHT	REGISTERED	77175201 5/8/07	3473338 7/22/08
IN TOUCH, IN FLIGHT	REGISTERED	77175218 5/8/07	3477620 7/29/08
AIRCELL AXCESS	REGISTERED	78595026 3/25/05	3286856 8/28/07
AIRCELL AXCESS	REGISTERED	78595031 3/25/05	3286857 8/28/07
AIRCELL	RENEWED (REGISTERED)	75679720 4/9/99	2606315 8/13/02
AIRCELL 	RENEWED (REGISTERED)	75679536 4/9/99	2641476 10/29/02
IN TOUCH, IN FLIGHT	RENEWED (REGISTERED)	75561855 9/30/98	2307311 1/11/00
AIRCELL	RENEWED (REGISTERED)	74246637 2/18/92	1997223 8/27/96