

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOGO BUSINESS AVIATION LLC		06/14/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	190 S. LASALLE STREET, 10TH FLOOR		
Internal Address:	MK-IL-SLTR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2641476	AIRCELL	
Registration Number:	2606315	AIRCELL	
Registration Number:	1997223	AIRCELL	
Registration Number:	3473337	AIRCELL	
Registration Number:	3561842	AIRCELL	
Registration Number:	4186069	AIRCELL	
Registration Number:	4186071	AIRCELL	
Registration Number:	3513369	AIRCELL AXXESS	
Registration Number:	3286856	AIRCELL AXXESS	
Registration Number:	3286857	AIRCELL AXXESS	
Registration Number:	3481693	AIRCELL AXXESS	
Registration Number:	4260362	IN AIR & ON.	
Registration Number:	2307311	IN TOUCH, IN FLIGHT	
Registration Number:	3477620	IN TOUCH, IN FLIGHT	
Registration Number:	1861211	AIRFONE	
Registration Number:	2089648	1-800-AIRFONE	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 2641476

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, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042742-0025
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	07/18/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 14, 2016 (this “Agreement”), is made by the signatory hereto indicated as a “Grantor” (the “Grantor”) in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Priority Lien Secured Parties (in such capacity and, together with its permitted successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, the Grantor entered into a Collateral Agreement dated as of June 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Grantor, the Collateral Agent and the other persons party thereto, pursuant to which Grantor granted to the Collateral Agent, for the benefit of the Priority Lien Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Priority Lien Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Collateral Agreement referred to therein.

SECTION 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

SECTION 2.1 Notice and Confirmation of Grant of Security. Grantor hereby confirms the grant in the Collateral Agreement to the Collateral Agent, for the benefit of the Priority Lien Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which 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 prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Priority Lien Obligations:

All of Grantor’s right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) 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.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein could impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Collateral Agreement and Collateral Agency Agreement

The security interest confirmed pursuant to this Agreement is confirmed in conjunction with the security interest granted to the Collateral Agent for the Priority Lien Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement or the Collateral Agency Agreement, the provisions of the Collateral Agreement or the Collateral Agency Agreement, as applicable, shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

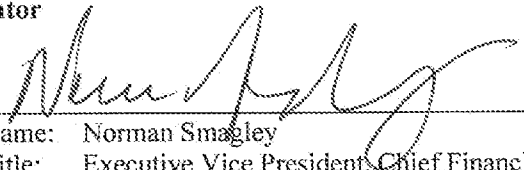
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GOGO BUSINESS AVIATION LLC,
as Grantor

By: 
Name: Norman Smagley
Title: Executive Vice President, Chief Financial Officer and Assistant Secretary

[Signature Page to the Gogo Business Aviation LLC Trademark Security Agreement]

TRADEMARK
REEL: 005836 FRAME: 0080

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: *Linda Garcia*

Name: **Linda E. Garcia**
Title: **Vice President**

[Signature Page to the Gogo Business Aviation LLC Trademark Security Agreement]

TRADEMARK
REEL: 005836 FRAME: 0081

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Gogo Business Aviation LLC U.S. Trademark Registrations

Trademark	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIRCELL	9, 38	75679536	4/9/1999	2641476	10/29/2002
AIRCELL	9	75679720	4/9/1999	2606315	8/13/2002
AIRCELL	38	74246637	2/18/1992	1997223	8/27/1996
AIRCELL	9	77175183	5/8/2007	3473337	7/22/2008
AIRCELL	38	77175204	5/8/2007	3561842	1/13/2009
AIRCELL (and design)	38	85495466	12/14/2011	4186069	8/7/2012
AIRCELL (and design)	9	85495497	12/14/2011	4186071	8/7/2012
AIRCELL AXCESS	38	77175208	5/8/2007	3513369	10/7/2008
AIRCELL AXCESS	38	78595026	3/25/2005	3286856	8/28/2007
AIRCELL AXCESS	9	78595031	3/25/2005	3286857	8/28/2007
AIRCELL AXCESS	9	77175191	5/8/2007	3481693	8/5/2008
IN AIR & ON.	38	85495479	12/14/2011	4260362	12/18/2012
IN TOUCH, IN FLIGHT	38	75561855	9/30/1998	2307311	1/11/2000
IN TOUCH, IN FLIGHT	38	77175218	5/8/2007	3477620	7/29/2008
AIRFONE	38	74035115	3/5/1990	1861211	11/1/1994
1-800-AIRFONE	38	74676977	5/5/1995	2089648	8/19/1997
IN TOUCH, IN FLIGHT	38	77175218	5/8/2007	3477620	7/29/2008

Gogo Business Aviation U.S. Trademark Applications

None.

**EXCLUSIVE LICENSES TO REGISTERED UNITED STATES COPYRIGHTS, PATENTS AND
TRADEMARKS**

None.