

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393223

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                            | Formerly | Execution Date | Entity Type           |
|---------------------------------|----------|----------------|-----------------------|
| Global Eagle Entertainment Inc. |          | 07/27/2016     | Corporation: DELAWARE |
| Inflight Productions USA Inc.   |          | 07/27/2016     | Corporation:          |
| ROW 44, INC.                    |          | 07/27/2016     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Morgan Stanley Senior Funding, Inc. |
| <b>Street Address:</b> | 1585 Broadway                       |
| <b>City:</b>           | New York                            |
| <b>State/Country:</b>  | NEW YORK                            |
| <b>Postal Code:</b>    | 10036                               |
| <b>Entity Type:</b>    | Corporation: DELAWARE               |

## PROPERTY NUMBERS Total: 25

| Property Type        | Number   | Word Mark              |
|----------------------|----------|------------------------|
| Registration Number: | 4325665  | MASFLIGHT              |
| Registration Number: | 3136192  | NAVAERO                |
| Registration Number: | 3093580  | T PAD                  |
| Registration Number: | 3966642  | THE LAB AERO           |
| Registration Number: | 3648365  | GIVING BROADBAND WINGS |
| Registration Number: | 3894253  | ROW 44                 |
| Registration Number: | 3648773  | ROW 44                 |
| Serial Number:       | 86530970 | AIRCONNECT GLOBAL      |
| Serial Number:       | 86530971 | AIRCONNECT GLOBAL      |
| Serial Number:       | 86530973 | AIRDRIVE               |
| Serial Number:       | 86245975 | AIRFLIX                |
| Serial Number:       | 86530977 | AIRFLOW                |
| Serial Number:       | 86530979 | AIRMEAL                |
| Serial Number:       | 86584706 | AIRPRO                 |
| Serial Number:       | 86530980 | AIRREAD                |
| Serial Number:       | 86530986 | AIRSHOP                |
| Serial Number:       | 86530987 | AIRSIDE                |

TRADEMARK

| Property Type  | Number   | Word Mark     |
|----------------|----------|---------------|
| Serial Number: | 86530993 | AIRTIME LIVE  |
| Serial Number: | 86530995 | AIRTIME LIVE  |
| Serial Number: | 86530997 | AIRVIEW       |
| Serial Number: | 85978766 | DOORTRIP      |
| Serial Number: | 86598808 | GEE MARITIME  |
| Serial Number: | 86598810 | GEE MARITIME  |
| Serial Number: | 86598818 | GEE MARITIME  |
| Serial Number: | 86598643 | GEE SPOTLIGHT |

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000  
*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.*  
**Phone:** 212-735-2811  
**Email:** mribando@skadden.com  
**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom  
**Address Line 1:** Four Times Square  
**Address Line 2:** Monique L. Ribando  
**Address Line 4:** New York, NEW YORK 10036

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 391000.1507     |
| <b>NAME OF SUBMITTER:</b>      | Jenna Skoller   |
| <b>SIGNATURE:</b>              | /Jenna Skoller/ |
| <b>DATE SIGNED:</b>            | 07/29/2016      |

**Total Attachments: 7**  
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source=GEE-MS Second Lien TM Security Agreement#page6.tif  
source=GEE-MS Second Lien TM Security Agreement#page7.tif

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of July 27, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Second Lien Security Agreement, dated as of July 1, 2015, as amended by that certain Amendment No. 1 to Second Lien Security Agreement, dated as of the date hereof and as supplemented by that certain Security Agreement Supplement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets (including any Trademark applications excluded pursuant to Section 2.1 hereof):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) renewals and extensions thereof,
- (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and
- (iv) rights to sue for past, present or future infringements or violations thereof, in each case whether such Trademark is owned or licensed.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include 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 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 would impair the validity or enforceability of any such application (or registration that issues therefrom) under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. INTERCREDITOR AGREEMENT**

Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

### **SECTION 5. RECORDATION**

**EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.**

### **SECTION 6. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 7. GOVERNING LAW**

**THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

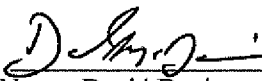
**SECTION 8. COUNTERPARTS**

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.

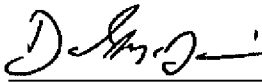
*[Remainder of page intentionally left blank]*

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


**GLOBAL EAGLE ENTERTAINMENT INC.,**  
as a Grantor

By:   
Name: David Davis  
Title: Chief Executive Officer

**INFLIGHT PRODUCTIONS USA INC.,**  
as a Grantor

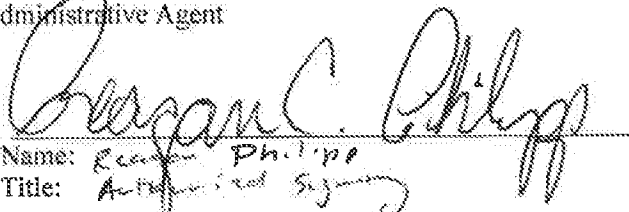
By:   
Name: David Davis  
Title: Chief Executive Officer

**ROW 44, INC.,**  
as a Grantor

By:   
Name: David Davis  
Title: Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING, INC.,  
as the Administrative Agent

By:

  
Name: Robert Phillips  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Grantor</b>                  | <b>Mark</b>            | <b>Serial No.</b> | <b>Filing Date</b> | <b>Registration No.</b> | <b>Registration Date</b> |
|---------------------------------|------------------------|-------------------|--------------------|-------------------------|--------------------------|
| Global Eagle Entertainment Inc. | MASFLIGHT              | 85/558,485        | March 2, 2012      | 4,325,665               | April 23, 2013           |
| Global Eagle Entertainment Inc. | NAVAERO                | 76/527,448        | June 23, 2003      | 3,136,192               | August 29, 2006          |
| Global Eagle Entertainment Inc. | T Pad (Stylized)       | 76/533,412        | July 30, 2003      | 3,093,580               | May 16, 2006             |
| Inflight Productions USA Inc.   | THE LAB.AERO           | 77/441,519        | April 7, 2008      | 3,966,642               | May 24, 2011             |
| Row 44, Inc.                    | GIVING BROADBAND WINGS | 77/388,295        | February 4, 2008   | 3,648,365               | June 30, 2009            |
| Row 44, Inc.                    | ROW 44                 | 77/388,221        | February 4, 2008   | 3,894,253               | December 21, 2010        |
| Row 44, Inc.                    | ROW 44                 | 77/977,249        | February 4, 2008   | 3,648,773               | June 30, 2009            |
| Global Eagle Entertainment Inc. | AIRCONNECT GLOBAL      | 86/530,970        | February 11, 2015  | N/A                     | N/A                      |
| Global Eagle Entertainment Inc. | AIRCONNECT GLOBAL      | 86/530,971        | February 11, 2015  | N/A                     | N/A                      |
| Global Eagle Entertainment Inc. | AIRDRIVE               | 86/530,973        | February 11, 2015  | N/A                     | N/A                      |
| Global Eagle Entertainment Inc. | AIRFLIX                | 86/245,975        | April 8, 2014      | N/A                     | N/A                      |
| Global Eagle Entertainment Inc. | AIRFLOW                | 86/530,977        | February 11, 2015  | N/A                     | N/A                      |
| Global Eagle Entertainment Inc. | AIRMEAL                | 86/530,979        | February 11, 2015  | N/A                     | N/A                      |
| Global Eagle Entertainment Inc. | AIRPRO                 | 86/584,706        | April 1, 2015      | N/A                     | N/A                      |



|                                 |               |            |                   |     |     |
|---------------------------------|---------------|------------|-------------------|-----|-----|
| Global Eagle Entertainment Inc. | AIRREAD       | 86/530,980 | February 11, 2015 | N/A | N/A |
| Global Eagle Entertainment Inc. | AIRSHOP       | 86/530,986 | February 11, 2015 | N/A | N/A |
| Global Eagle Entertainment Inc. | AIRSIDE       | 86/530,987 | February 11, 2015 | N/A | N/A |
| Global Eagle Entertainment Inc. | AIRTIME LIVE  | 86/530,993 | February 11, 2015 | N/A | N/A |
| Global Eagle Entertainment Inc. | AIRTIME LIVE  | 86/530,995 | February 11, 2015 | N/A | N/A |
| Global Eagle Entertainment Inc. | AIRVIEW       | 86/530,997 | February 11, 2015 | N/A | N/A |
| Global Eagle Entertainment Inc. | DOORTRIP      | 85/978,766 | April 5, 2012     | N/A | N/A |
| Global Eagle Entertainment Inc. | GEE MARITIME  | 86/598,808 | April 15, 2015    | N/A | N/A |
| Global Eagle Entertainment Inc. | GEE MARITIME  | 86/598,810 | April 15, 2015    | N/A | N/A |
| Global Eagle Entertainment Inc. | GEE MARITIME  | 86/598,818 | April 15, 2015    | N/A | N/A |
| Global Eagle Entertainment Inc. | GEE SPOTLIGHT | 86/598,643 | April 15, 2015    | N/A | N/A |