

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		01/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Eagle Entertainment Inc.		
Street Address:	4553 Glencoe Avenue		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Corporation: DELAWARE		
Name:	Inflight Productions USA Inc.		
Street Address:	4553 Glencoe Avenue		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Corporation: CALIFORNIA		
Name:	Row 44, Inc.		
Street Address:	4553 Glencoe Avenue		
Internal Address:	Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	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	
TRADEMARK			

Property Type	Number	Word Mark
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
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

NAME OF SUBMITTER: Oren Epstein

SIGNATURE: /OE/

DATE SIGNED: 01/09/2017

Total Attachments: 5

source=Release_TM_5844_0396 (Executed)#page1.tif

source=Release_TM_5844_0396 (Executed)#page2.tif

source=Release_TM_5844_0396 (Executed)#page3.tif

source=Release_TM_5844_0396 (Executed)#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 6, 2017 by Morgan Stanley Senior Funding, Inc., located at 1585 Broadway, 4th Floor, New York, NY, 10036, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "Assignor") in favor of Global Eagle Entertainment Inc., a Delaware corporation, located at 4553 Glencoe Avenue, Suite 300, Los Angeles, CA 90292; Inflight Productions USA Inc., a California corporation, located at 4553 Glencoe Avenue, Suite 300, Los Angeles, CA 90292; and Row 44, Inc., a Delaware corporation, located at 4553 Glencoe Avenue, Suite 300, Los Angeles, CA 90292 (each, an "Assignee" and, collectively, the "Assignees").

WITNESSETH:

WHEREAS, the Assignees are party to that certain 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 July 27, 2016 and as supplemented by that certain Security Agreement Supplement, dated as of July 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Assignees and the other grantors party thereto and the Assignor, pursuant to which the Assignees granted a security interest to the Assignor in the Trademark Collateral (as defined below);

WHEREAS, the Assignor and Assignees are party to that certain Second Lien Trademark Security Agreement, dated as of July 27, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Assignee pledged to the Assignor, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to the Assignor, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Assignee's right, title and interest in, to and under any and all of the following assets and properties then owned or at any time thereafter acquired by such Assignee or in which such Assignee then had or at any time thereafter may have acquired any right, title or interest (collectively, the "Trademark Collateral");

- (i) all Trademarks, including those listed on Schedule A hereto;
- (ii) renewals and extensions thereof;
- (iii) income, fees, royalties, damages, claims and payments then and thereafter 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;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on July 29, 2016, at Reel/Frame 5844/0396; and

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate, release, and discharge fully its security interest in, all right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignees as follows:

Section 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Security Agreement.

Section 2. Release of Security Interest. The Assignor hereby terminates, releases and discharges fully its security interest in, all right, title and interest in or to the Trademark Collateral, including, without limitation, the Trademarks on Schedule A hereto, and reassigns and transfers, without representation, warranty or recourse, any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignees.

Section 3. Recordation. The Assignor hereby authorizes the Assignees or the Assignees' authorized representative to (i) record this Release with the USP TO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Section 4. Further Assurances. The Assignor hereby agrees to execute and deliver to any Assignee all termination statements, releases and similar documents that such Assignee (or its respective agent or designee) shall reasonably request in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral, at such Assignee's sole cost and expense.

Section 5. Governing Law. **THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.**

Section 6. Counterparts: This Release 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Morgan Stanley Senior Funding, Inc.,
as the Assignor

By: 

Name: Lisa Hausar

Title: Authorized Signatory

[Signature Page to Release Of Trademark Security Interest]

TRADEMARK
REEL: 005960 FRAME: 0983

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
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