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900390749 01/09/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Eagle Entertainment Inc.		01/06/2017	Corporation: DELAWARE
Emerging Markets Communications, LLC		01/06/2017	Corporation: DELAWARE <i>Limited Liability Company</i>
Maritime Telecommunications Network, Inc.		01/06/2017	Corporation: COLORADO
Row 44, Inc.		01/06/2017	Corporation: DELAWARE
Inflight Productions USA Inc.		01/06/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4517406	EMERGING MARKETS COMMUNICATIONS	
Registration Number:	4248976	HD CONNECT	
Registration Number:	4473349	SPEEDNET	
Registration Number:	4489703	ZERO LATENCY GATEWAY	
Registration Number:	1931848	OCEAN CREDIT	
Registration Number:	1937416	OCEAN CHECK	
Registration Number:	2021275	OCEANPHONE	
Registration Number:	2426323	MARITIME TELECOMMUNICATIONS NETWORK	
Registration Number:	2998213	MTN	
Registration Number:	3005864	MTN	
Registration Number:	4359437	CONNECT AT SEA	
Registration Number:	2137758	SAILORPHONE	
Registration Number:	1941368	OCEANCASH	

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TRADEMARK
REEL: 005963 FRAME: 0125

Property Type	Number	Word Mark
Registration Number:	5065117	AIRPRO
Registration Number:	5065001	AIRVIEW
Registration Number:	4340073	DOORTRIP
Registration Number:	4325665	MASFLIGHT
Registration Number:	3136192	NAVAERO
Registration Number:	3093580	T PAD
Registration Number:	3648365	GIVING BROADBAND WINGS
Registration Number:	3894253	ROW 44
Registration Number:	3648773	ROW 44
Registration Number:	3966642	THE LAB AERO
Serial Number:	86530970	AIRCONNECT GLOBAL
Serial Number:	86530971	AIRCONNECT GLOBAL
Serial Number:	86530979	AIRMEAL
Serial Number:	86530980	AIRREAD
Serial Number:	86530986	AIRSHOP
Serial Number:	86530993	AIRTIME LIVE
Serial Number:	86530995	AIRTIME LIVE
Serial Number:	86598808	GEE MARITIME
Serial Number:	86598810	GEE MARITIME
Serial Number:	86598818	GEE MARITIME
Serial Number:	86760021	EMC
Serial Number:	86760102	M EMC CONNECTED

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

ATTORNEY DOCKET NUMBER:	525360/1757
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	01/09/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 6, 2017 (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 Citibank, N.A., 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 Security Agreement, dated as of January 6, 2017 (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):

1. all Trademarks, including those listed on Schedule A hereto,
2. renewals and extensions thereof,
3. 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
4. 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. RECORDATION

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

SECTION 5. 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 6. 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.

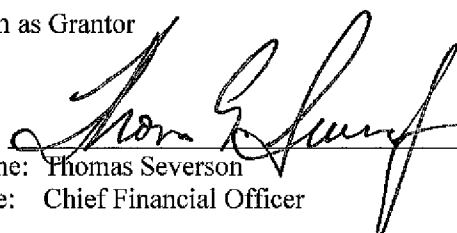
SECTION 7. COUNTERPARTS

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.
EMERGING MARKETS
COMMUNICATIONS, LLC
MARITIME TELECOMMUNICATIONS
NETWORK, INC.
ROW 44, INC.
INFLIGHT PRODUCTIONS USA INC.,
each as Grantor**

By: 
Name: Thomas Severson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005963 FRAME: 0130**

CITIBANK, N.A.,
as the Administrative Agent

By: 
Name: Michael V. Moore
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005963 FRAME: 0131

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered:

Owner	Reg. Number	Mark
Emerging Markets Communications, LLC	4517406	EMERGING MARKETS COMMUNICATIONS
Emerging Markets Communications, LLC	4248976	HD CONNECT
Emerging Markets Communications, LLC	4473349	SPEEDNET
Emerging Markets Communications, LLC	4489703	ZERO LATENCY GATEWAY
Maritime Telecommunications Network, Inc.	1931848 ¹	OCEANCREDIT
Maritime Telecommunications Network, Inc.	1937416 ²	OCEAN CHECK
Maritime Telecommunications Network, Inc.	2021275	OCEANPHONE
Maritime Telecommunications Network, Inc.	2426323	MARITIME TELECOMMUNICATIONS NETWORK
Maritime Telecommunications Network, Inc.	2998213	MTN AND DESIGN
Maritime Telecommunications Network, Inc.	3005864	MTN AND DESIGN
Maritime Telecommunications Network, Inc.	4359437	CONNECT AT SEA
Maritime Telecommunications Network, Inc.	2137758	SAILORPHONE
Maritime Telecommunications Network, Inc.	1941368 ³	OCEANCASH
Global Eagle Entertainment Inc.	5,065,117	AIRPRO
Global Eagle Entertainment Inc.	5,065,001	AIRVIEW
Global Eagle Entertainment Inc.	4,340,073	DOORTRIP
Global Eagle Entertainment Inc.	4,325,665	MASFLIGHT

¹ To be cancelled shortly for Maritime Telecommunications Network, Inc.'s failure to file a timely renewal.

² To be cancelled shortly for Maritime Telecommunications Network, Inc.'s failure to file a timely renewal.

³ To be cancelled shortly for Maritime Telecommunications Network, Inc.'s failure to file a timely renewal.

Global Eagle Entertainment Inc.	3,136,192	NAVAERO
Global Eagle Entertainment Inc.	3,093,580	T-PAD
Row 44, Inc.	3,648,365	GIVING BROADBAND WINGS
Row 44, Inc.	3,894,253	ROW 44
Row 44, Inc.	3,648,773	ROW 44
Inflight Productions USA Inc.	3,966,642	THE LAB.AERO

Applications:

Owner	App. Number	Mark
Global Eagle Entertainment Inc.	86/530,970	AIRCONNECT GLOBAL
Global Eagle Entertainment Inc.	86/530,971	AIRCONNECT GLOBAL
Global Eagle Entertainment Inc.	86/530,979	AIRMEAL
Global Eagle Entertainment Inc.	86/530,980	AIRREAD
Global Eagle Entertainment Inc.	86/530,986	AIRSHOP
Global Eagle Entertainment Inc.	86/530,993	AIRTIME LIVE
Global Eagle Entertainment Inc.	86/530,995	AIRTIME LIVE
Global Eagle Entertainment Inc.	86/598,808	GEE MARITIME
Global Eagle Entertainment Inc.	86/598,810	GEE MARITIME
Global Eagle Entertainment Inc.	86/598,818	GEE MARITIME
Emerging Markets Communications, LLC	86/760,021	EMC (STYLIZED)
Emerging Markets Communications, LLC	86/760,102	EMC CONNECTED & DESIGN