

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maritime Telecommunications Network, Inc.		01/16/2017	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Global Eagle Entertainment Inc.		
<b>Street Address:</b>	4553 Glencoe Avenue, Suite 300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90292		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4359437	CONNECT AT SEA	
<b>Registration Number:</b>	2998213	MTN	
<b>Registration Number:</b>	3005864	MTN	
<b>Registration Number:</b>	2426323	MARITIME TELECOMMUNICATIONS NETWORK	
<b>Registration Number:</b>	2137758	SAILORPHONE	
<b>Registration Number:</b>	2021275	OCEANPHONE	
<b>Registration Number:</b>	1937416	OCEAN CHECK	
<b>Registration Number:</b>	1941368	OCEANCASH	
<b>Registration Number:</b>	1931848	OCEAN CREDIT	
<b>Registration Number:</b>	2706686	OCEANNEWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102283953		
<i>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.</i>			
<b>Phone:</b>	310.228.3700		
<b>Email:</b>	rwalsh@smrh.com		
<b>Correspondent Name:</b>	Jill M. Pietrini, Esq.		
<b>Address Line 1:</b>	1901 Avenue of the Stars, Suite 1600		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		

CH \$265.00 4359437

<b>ATTORNEY DOCKET NUMBER:</b>	40ZC-202224
<b>NAME OF SUBMITTER:</b>	Jill M. Pietrini, Esq.
<b>SIGNATURE:</b>	/jmp/
<b>DATE SIGNED:</b>	01/18/2017
<b>Total Attachments: 3</b> source=Trademark Assignment from Maritime Telecommunications Network to GEE#page1.tif source=Trademark Assignment from Maritime Telecommunications Network to GEE#page2.tif source=Trademark Assignment from Maritime Telecommunications Network to GEE#page3.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of January 16, 2017, by and between Maritime Telecommunications Network, Inc., a Colorado corporation, having a principal place of business at 3044 North Commerce Parkway, Miramar, Florida 33025 (hereinafter "Assignor"), and Global Eagle Entertainment Inc., a Delaware corporation, having a principal place of business at 4553 Glencoe Avenue, Suite 300, Los Angeles, California 90292 (hereinafter "Assignee").

WHEREAS, Assignor owns the trademarks (the "Marks") and U.S. trademark applications and registrations (collectively "Registrations") identified in Schedule A attached hereto;

WHEREAS, Assignee is the successor of the ongoing and existing business or portion thereof of Assignor's business to which the Marks and Registrations pertain; and

WHEREAS, Assignor has agreed to assign to Assignee all the right, title and interest of Assignor in and to the Marks, including the goodwill associated with the ongoing and existing business, the Marks and the Registrations, and any and all claims, demands, and causes of action for infringement, of the Marks and the Registrations, past, present, and future, and all of the proceeds from the foregoing, and Assignee agrees to accept such assignment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Registrations, and all common law rights therein, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and the Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

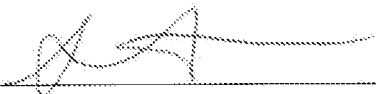
3. Assignor and its successors and assigns shall execute and deliver to Assignee any further documents or instruments and shall take any reasonable actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

Assignor:

MARITIME TELECOMMUNICATIONS  
NETWORK, INC.



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Name: Stephen D. Chu

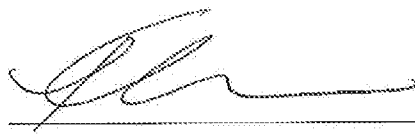
Title: Assistant Secretary

Date:

1/16/17

Assignee:

GLOBAL EAGLE ENTERTAINMENT INC.



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Name: Kim Nakamaru



Title: Assistant Secretary

Date:

1/16/17

**SCHEDULE A**

**A. Registered Marks and Marks Pending Registration**

Mark	Owner	Filing Date Reg. Date	Serial No. Reg. No.	Country Status
CONNECT AT SEA	Maritime Telecommunications Network, Inc.	8/16/12 6/25/13	85/705,236 4,359,437	U.S. Registered
	Maritime Telecommunications Network, Inc.	8/9/04 9/20/05	78/464,416 2,998,213	U.S. Registered
	Maritime Telecommunications Network, Inc.	8/9/04 10/11/05	78/464,450 3,005,864	U.S. Registered
MARITIME TELECOMMUNICATIONS NETWORK	Maritime Telecommunications Network, Inc.	7/1/99 2/6/01	75/741,097 2,426,323	U.S. Registered
SAILORPHONE	Maritime Telecommunications Network, Inc.	1/18/96 2/17/98	75/045,230 2,137,758	U.S. Registered
OCEANPHONE	Maritime Telecommunications Network, Inc.	11/4/94 12/3/96	74/595,290 2,021,275	U.S. Registered
OCEAN CHECK	Maritime Telecommunications Network, Inc.	2/7/92 11/21/95	74/245,247 1,937,416	U.S. Registered
OCEANCASH	Maritime Telecommunications Network, Inc.	10/15/91 12/12/95	74/213,960 1,941,368	U.S. Registered
OCEAN CREDIT	Maritime Telecommunications Network, Inc.	10/16/91 10/31/95	74/213,414 1,931,848	U.S. Registered
OCEANNEWS	Maritime Telecommunications Network, Inc.	4/8/02 4/15/03	76/392,135 2,706,686	U.S. Registered
SAILORPHONE	Maritime Telecommunications Network, Inc.	7/5/96 8/28/97	184624	Norway Registered

**B. Common Law Marks**

Mark	Owner
MTN CRUISECLOUD	Maritime Telecommunications Network, Inc.
MTN YACHTCLOUD	Maritime Telecommunications Network, Inc.
MTN SHIPCLOUD	Maritime Telecommunications Network, Inc.
MTN HTMS	Maritime Telecommunications Network, Inc.

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