

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STM Networks, Inc.		01/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Eagle Entertainment Inc.		
Street Address:	4553 Glencoe Avenue, Suite 300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3835901	SUPERPICO	
Registration Number:	3439563	STM	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	310.228.3700		
Email:	rwalsh@smrh.com		
Correspondent Name:	Jill M. Pietrini, Esq.		
Address Line 1:	1901 Avenue of the Stars, Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	40ZC-202224		
NAME OF SUBMITTER:	Jill M. Pietrini, Esq.		
SIGNATURE:	/jmp/		
DATE SIGNED:	01/18/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of January 16, 2017, by and between STM Networks, Inc., a Delaware corporation, having a principal place of business at 2 Faraday, Irvine, California 92618 (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.

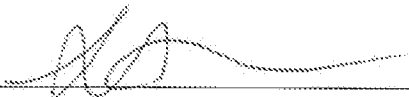
3. Assignor and its successors and assigns shall execute and deliver to Assignee any further documents or instruments and shall take any reasonable actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

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:

STM NETWORKS, INC.



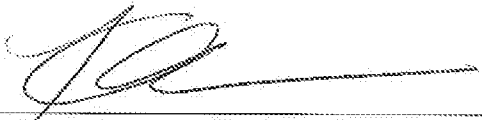
Name: Stephen D. Chu

Title: Assistant Secretary

Date: 1/16/17

Assignee:

GLOBAL EAGLE ENTERTAINMENT INC.




Name: Kim Nakamaru

Title: Assistant Secretary

Date: 1/16/17

SCHEDULE A

Mark	Owner	Filing Date Reg. Date	Serial No. Reg. No.	Country Status
SUPERPICO	STM Networks, Inc.	3/31/09 8/17/10	77702736 3835901	U.S. Registered
	STM Networks, Inc.	7/17/07 6/3/08	77/231,490 3,439,563	U.S. Registered

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