

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520942

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 5835/0572

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		04/25/2019	NATIONAL ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	GOGO LLC
Street Address:	111 N. CANAL STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3600042	*-)-
Registration Number:	3667304	*-)-
Registration Number:	3680364	GOGO
Registration Number:	3499843	GOGO
Registration Number:	4256786	GOGO BIZ
Registration Number:	4129839	GOGO
Registration Number:	4133147	GOGO
Registration Number:	4133220	GOGO VISION
Registration Number:	4126958	IN AIR. ONLINE.
Registration Number:	4126957	IN AIR. ONLINE.
Registration Number:	4247178	LAND ON TOP OF THINGS
Registration Number:	4167076	IT'S THE INTERNET. IN THE SKY.
Serial Number:	86950777	2KU
Serial Number:	86808422	2KU
Serial Number:	88168673	FLY SMARTER GOGO BUSINESS AVIATION

CORRESPONDENCE DATA

Fax Number: 7147558290

TRADEMARK

REEL: 006630 FRAME: 0278

900496049

OP \$390.00 3600042

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042742-0120
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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SIGNATURE:	/KJA/
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DATE SIGNED:	04/26/2019
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 25, 2019 (this "Release"), is made by U.S. Bank National Association, as collateral agent for the Priority Lien Secured Parties (in such capacity, the "Collateral Agent") in favor of Gogo LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, Grantor entered into a Collateral Agreement, dated as of June 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, Grantor executed and delivered that certain Trademark Security Agreement, dated as of June 14, 2016 (the "Trademark Security Agreement"), in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on July 18, 2016 at Reel 5835, Frame 0572;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor confirmed the grant in the Collateral Agreement to the Collateral Agent, for the benefit of the Priority Lien Secured Parties, of a security interest in, all of the following property, in each case, wherever located and then owned or at any time thereafter acquired by Grantor or in which Grantor then had or at any time thereafter acquired any right, title or interest: all of Grantor's right, title and interest in and to all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names and other indicia of origin or source identification, whether registered or unregistered, and with respect to any and all of the following: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto, and (vi) all other trademark rights accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademark Collateral"); and

WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its security interest in the Trademark Collateral, and discharges, quit claims, and relinquishes unto the Grantor, and re-assigns to the Grantor, any and all right, title or interest it may have in or to the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Linda Garcia

Name: **Linda E. Garcia**

Title: **Vice President**

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Gogo LLC U.S. Trademark Registrations

Trademark	Class	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Emoticon Logo *-)-	38	77976486	10/19/2007	3600042	3/31/2009
Emoticon Logo *-)-	9	77309056	10/19/2007	3667304	8/11/2009
GOGO	9	77216179	9/8/2009	3680364	9/8/2009
GOGO	38	77216180	6/26/2007	3499843	9/9/2008
GOGO BIZ	38	85581100	3/27/2012	4256786	12/11/2012
GOGO	9	85339267	6/6/2011	4129839	4/17/2012
GOGO	38	85339274	6/6/2011	4133147	4/24/2012
GOGO VISION	38	85370757	7/13/2011	4133220	4/24/2012
IN AIR. ONLINE.	9	85349568	6/17/2011	4126958	4/10/2012
IN AIR. ONLINE.	38	85349559	6/17/2011	4126957	4/10/2012
LAND ON TOP OF THINGS	38	85440937	10/6/2011	4247178	11/20/2012
IT'S THE INTERNET. IN THE SKY.	38	85440977	10/6/2011	4167076	7/3/2012

Gogo LLC U.S. Trademark Applications

Trademark	Class	Appl. No.	Appl. Date
2KU	9	86950777	3/23/2016
2KU	38	86808422	11/3/2015
FLY SMARTER GOGO BUSINESS AVIATION	38	88168673	10/25/2018

EXCLUSIVE LICENSES TO REGISTERED UNITED STATES COPYRIGHTS, PATENTS AND TRADEMARKS

None.