

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gogo LLC		04/25/2019	Limited Liability Company: DELAWARE
Gogo Business Aviation LLC		04/25/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	190 S. LaSalle Street
Internal Address:	10th Floor MK-IL-SLTR
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5202913	2KU
Registration Number:	5107709	2KU
Registration Number:	3680364	GOGO
Registration Number:	3499843	GOGO
Registration Number:	4129839	GOGO
Registration Number:	4133147	GOGO
Registration Number:	4256786	GOGO BIZ
Registration Number:	4133220	GOGO VISION
Registration Number:	3667304	*-)-
Registration Number:	3600042	*-)-
Registration Number:	2606315	AIRCELL
Registration Number:	3473337	AIRCELL
Registration Number:	1997223	AIRCELL
Registration Number:	3561842	AIRCELL
Registration Number:	2641476	AIRCELL
Registration Number:	3473338	IN TOUCH, IN FLIGHT

CH \$440.00 5202913

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88168673	FLY SMARTER GOGO BUSINESS AVIATION

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Sebastian P. Ruiz, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Sebastian P. Ruiz
SIGNATURE:	/Sebastian Ruiz/
DATE SIGNED:	05/02/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 25, 2019 (this “Agreement”), is made by the signatory hereto indicated as a “Grantor” (the “Grantor”) in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Priority Lien Secured Parties (in such capacity and, together with its permitted successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, the Grantor entered into a Collateral Agreement dated as of April 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Grantor, the Collateral Agent and the other persons party thereto, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Priority Lien Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Priority Lien Secured Parties with the United States Patent and Trademark Office.

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 Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Collateral Agreement referred to therein.

SECTION 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

SECTION 2.1 Notice and Confirmation of Grant of Security. Grantor hereby confirms 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 now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Priority Lien Obligations:

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 foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension 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, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other trademark rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 and acceptance 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 could impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Collateral Agreement and Collateral Agency Agreement

The security interest confirmed pursuant to this Agreement is confirmed in conjunction with the security interest granted to the Collateral Agent for the Priority Lien Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the Collateral Agency Agreement or the Crossing Lien Intercreditor Agreement, the provisions of the Collateral Agreement or the Collateral Agency Agreement, as applicable, shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. 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, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOGO LLC,
as Grantor

By: 

Name: Barry Rowan

Title: Executive Vice President, Chief
Financial Officer and Treasurer

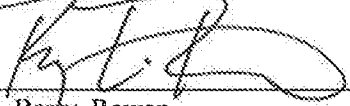
[Signature Page to the Trademark Security Agreement]

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

GOGO BUSINESS AVIATION LLC,
as Grantor

By: _____


Name: Barry Rowan
Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
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Accepted and Agreed:

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 Trademark Registrations

MARK	Reg. Date	App. No.	Reg. Date	Class No.	Class Count
2KU	Mar 23 2016	86/950,777	May 16 2017	5202913	9
2KU	Nov 3 2015	86808422	Dec 27 2016	5107709	38
FLY SMARTER GOGO BUSINESS AVIATION	Oct 25 2018	88168673	—	—	38
GOGO	Jun 26 2007	77216179	Sep 8 2009	3680364	9
GOGO	Jun 26 2007	77216180	Sep 9 2008	3499843	38
GOGO (STYLIZED AND/OR WITH DESIGN)	Jun 6 2011	85339267	Apr 17 2012	4129839	9
GOGO (STYLIZED AND/OR WITH DESIGN)	Jun 6 2011	85339274	Apr 24 2012	4133147	38
GOGO BIZ	Mar 27 2012	85581100	Dec 11 2012	4256786	38
GOGO VISION	Jul 13 2011	85370757	Apr 24 2012	4133220	38
LOGO (EMOTICON)	Oct 19 2007	77309056	Aug 11 2009	3667304	9
LOGO (EMOTICON)	Oct 19 2007	77976486	Mar 31 2009	3600042	38

Gogo Business Aviation LLC U.S. Trademark Registrations

MARK	Reg. Date	App. No.	Reg. Date	Class No.	Class Count
AIRCELL	Apr 9 1999	75679720	Aug 13 2002	2606315	9
AIRCELL	May 8 2007	77175183	Jul 22 2008	3473337	9
AIRCELL	Feb 18 1992	74246637	Aug 27 1996	1997223	38
AIRCELL	May 8 2007	77175204	Jan 13 2009	3561842	38
AIRCELL & DESIGN	Apr 9 1999	75679536	Oct 29 2002	2641476	9,38
IN TOUCH, IN FLIGHT	May 8 2007	77175201	Jul 22 2008	3473338	9