

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Eagle Entertainment Inc.		07/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services, LLC		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	5350927	AIRCONNECT GLOBAL	
Registration Number:	5346645	AIRCONNECT GLOBAL	
Registration Number:	5234649	GEE MARITIME	
Registration Number:	5751837	GLOBAL EAGLE	
Registration Number:	5751838	GLOBAL EAGLE	
Registration Number:	5758188	GLOBAL EAGLE	
Registration Number:	5751839	GLOBAL EAGLE	
Registration Number:	5751840	GLOBAL EAGLE	
Registration Number:	5751841	GLOBAL EAGLE	
Registration Number:	5758189	GLOBAL EAGLE	
Registration Number:	5758190	GLOBAL EAGLE	
Registration Number:	5751842	GLOBAL EAGLE	
Registration Number:	5746458	ENRICH TIME	
Registration Number:	5503114	AIRTIME	
Registration Number:	4978727	THE FUTURE OF IFE	
Registration Number:	5758187	GLOBAL EAGLE	
Registration Number:	3699931	LUMEXIS	
Registration Number:	3901649	FIBER-TO-THE-SCREEN	
TRADEMARK			

CH \$865.00 5350927

Property Type	Number	Word Mark
Registration Number:	3901648	FTTS
Registration Number:	3999178	IFE AT THE SPEED OF LIGHT
Registration Number:	4268556	IFE AT THE SPEED OF LIGHT
Serial Number:	87370557	GLOBAL EAGLE
Serial Number:	87370666	GLOBAL EAGLE
Serial Number:	87619242	ENRICH TIME
Serial Number:	87619266	ENRICH TIME
Serial Number:	87619259	ENRICH TIME
Serial Number:	87619287	ENRICH TIME
Serial Number:	87619114	PRIVA
Serial Number:	87619145	PRIVA
Serial Number:	87619159	PRIVA
Serial Number:	87619183	PRIVA
Serial Number:	87619190	PRIVA
Serial Number:	88496141	IFE AT THE SPEED OF LIGHT
Registration Number:	3719086	LUMEXIS

CORRESPONDENCE DATA

Fax Number:

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: lfranco@paulweiss.com

Correspondent Name: Marisa Seiss

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 21188-021

NAME OF SUBMITTER: Marisa Seiss

SIGNATURE: /Marisa Seiss/

DATE SIGNED: 07/22/2019

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“Agreement”) by and between GLOBAL EAGLE ENTERTAINMENT INC., a Delaware corporation (the “Grantor”), in favor of CORTLAND CAPITAL MARKET SERVICES, LLC, in its capacity as collateral agent for certain secured parties (in such capacity, and together with its successors and permitted assigns, “Collateral Agent”) is dated as of July 19, 2019.

WITNESSETH:

WHEREAS, the Grantor and Collateral Agent entered into that certain Trademark Security Agreement, dated as of March 27, 2018 (as amended, restated, modified or supplemented from time to time, the “Trademark Security Agreement”);

WHEREAS, since the date of the Grantor’s execution of the Trademark Security Agreement, the Grantor has acquired interests in additional Trademarks (the “New Trademarks”); and

WHEREAS, the Grantor and Collateral Agent have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add the New Trademarks to such Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

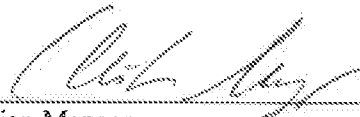
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

3. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

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

GLOBAL EAGLE ENTERTAINMENT INC.

By: 
Name: Christian Mezger
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**CORTLAND CAPITAL MARKET SERVICES
LLC,**
as Collateral Agent

By: 

Name: Matthew Trybula

Title: Associate Counsel

Schedule A

U.S. Trademarks

OWNER	REGISTRATION NUMBER.	MARK
Global Eagle Entertainment Inc.	5,350,927	AIRCONNECT GLOBAL
Global Eagle Entertainment Inc.	5,346,645	AIRCONNECT GLOBAL
Global Eagle Entertainment Inc.	5,234,649	GEE MARITIME
Global Eagle Entertainment Inc.	5,751,837	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,751,838	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,758,188	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,751,839	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,751,840	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,751,841	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,758,189	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,758,190	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,751,842	GLOBAL EAGLE
Global Eagle Entertainment Inc.	5,746,458	ENRICH TIME
Global Eagle Entertainment Inc.	5503114	AIRTIME
Global Eagle Entertainment Inc.	4,978,727	THE FUTURE OF IFE
Global Eagle Entertainment Inc.	5,758,187	GLOBAL EAGLE
Global Eagle Entertainment Inc.	3,719,086	LUMEXIS
Global Eagle Entertainment Inc.	3,699,931	LUMEXIS & Design
Global Eagle Entertainment Inc.	3,901,649	FIBER-TO-THE-SCREEN
Global Eagle Entertainment Inc.	3,901,648	FTTS

OWNER	REGISTRATION NUMBER.	MARK
Global Eagle Entertainment Inc.	3,999,178	IFE AT THE SPEED OF LIGHT
Global Eagle Entertainment Inc.	4,268,556	IFE AT THE SPEED OF LIGHT

Trademark Applications:

OWNER	APPLICATION NUMBER	MARK
Global Eagle Entertainment Inc.	87/370,557	GLOBAL EAGLE
Global Eagle Entertainment Inc.	87/370,666	GLOBAL EAGLE (Stylized)
Global Eagle Entertainment Inc.	87/619,242	ENRICH TIME
Global Eagle Entertainment Inc.	87/619,259	ENRICH TIME
Global Eagle Entertainment Inc.	87/619,266	ENRICH TIME
Global Eagle Entertainment Inc.	87/619,287	ENRICH TIME
Global Eagle Entertainment Inc.	87/619,114	PRIVA
Global Eagle Entertainment Inc.	87/619,145	PRIVA
Global Eagle Entertainment Inc.	87/619,159	PRIVA
Global Eagle Entertainment Inc.	87/619,183	PRIVA
Global Eagle Entertainment Inc.	87/619,190	PRIVA
Global Eagle Entertainment Inc.	88/496,141	IFE AT THE SPEED OF LIGHT