

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gogo Business Aviation LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street		
Internal Address:	4th Floor - Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	75679536	AIRCELL	
Serial Number:	85581100	GOGO BIZ	
Serial Number:	85370757	GOGO VISION	
Serial Number:	85339274	GOGO	
Serial Number:	85339267	GOGO	
Serial Number:	77216179	GOGO	
Serial Number:	77309056	*-)-	
Serial Number:	77976486	*-)-	
Serial Number:	77175204	AIRCELL	
Serial Number:	77216180	GOGO	
Serial Number:	77175183	AIRCELL	
Serial Number:	77175201	IN TOUCH, IN FLIGHT	
Serial Number:	75679720	AIRCELL	
Serial Number:	74246637	AIRCELL	
Serial Number:	88649886	GOGO MIX	
Serial Number:	88168673	FLY SMARTER GOGO BUSINESS AVIATION	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042742-0198
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/s/ Angela M. Amaru
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DATE SIGNED:	04/30/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2021 (this “Agreement”), among Gogo Business Aviation LLC (the “Grantor”) and Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Gogo Inc., a Delaware corporation (“Holdings”), Gogo Intermediate Holdings LLC, a Delaware limited liability company (“Gogo” or the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent and (b) the Collateral Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

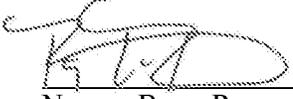
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GOGO BUSINESS AVIATION LLC

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

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By Joanne Braid
Name: Joanne Braid
Title: Authorized Signatory

Schedule I

TRADEMARK	REGISTRATION NO.	ISSUANCE DATE	REGISTRATION NO.	ISSUANCE DATE	ASSIGNEE
AIRCELL	75679536	04/09/1999	2641476	10/29/2002	GOGO BUSINESS AVIATION LLC
GOGO BIZ	85581100	03/27/2012	4256786	12/11/2012	GOGO BUSINESS AVIATION LLC
GOGO VISION	85370757	07/13/2011	4133220	04/24/2012	GOGO BUSINESS AVIATION LLC
GOGO	85339274	06/06/2011	4133147	04/24/2012	GOGO BUSINESS AVIATION LLC
GOGO	85339267	06/06/2011	4129839	04/17/2012	GOGO BUSINESS AVIATION LLC
GOGO 5G	88418468	05/07/2019	---	---	GOGO BUSINESS AVIATION LLC
	ITU				
GOGO	77216179	06/26/2007	3680364	09/08/2009	GOGO BUSINESS AVIATION LLC
*-)-	77309056	10/19/2007	3667304	08/11/2009	GOGO BUSINESS AVIATION LLC
*-)-	77976486	10/19/2007	3600042	03/31/2009	GOGO BUSINESS AVIATION LLC
AIRCELL	77175204	05/08/2007	3561842	01/13/2009	GOGO BUSINESS AVIATION LLC
GOGO	77216180	06/26/2007	3499843	09/09/2008	GOGO BUSINESS AVIATION LLC
AIRCELL	77175183	05/08/2007	3473337	07/22/2008	GOGO BUSINESS AVIATION LLC
IN TOUCH, IN FLIGHT	77175201	05/08/2007	3473338	07/22/2008	GOGO BUSINESS AVIATION LLC
AIRCELL	75679720	04/09/1999	2606315	08/13/2002	GOGO BUSINESS AVIATION LLC
AIRCELL	74246637	02/18/1992	1997223	08/27/1996	GOGO BUSINESS AVIATION LLC
GOGO MIX	88649886	10/10/2019	6223176	12/15/2020	GOGO BUSINESS AVIATION LLC
FLY SMARTER GOGO BUSINESS AVIATION	88168673	10/25/2018	5803993	07/16/2019	GOGO BUSINESS AVIATION LLC