

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683517

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement (Takeback)
RESUBMIT DOCUMENT ID:	900650034

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Eagle Opco LLC		03/23/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Acquiom Agency Services LLC
Street Address:	150 South 5th Street, Suite 2600
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	3648773	ROW 44
Registration Number:	3894253	ROW 44
Registration Number:	3648365	GIVING BROADBAND WINGS
Registration Number:	3136192	NAVAERO
Registration Number:	3093580	T PAD
Registration Number:	4325665	MASFLIGHT
Registration Number:	4340073	DOORTRIP
Serial Number:	86245975	AIRFLIX
Registration Number:	2980227	EMERGING MARKETS COMMUNICATIONS
Registration Number:	1941368	OCEANCASH
Registration Number:	1931848	OCEAN CREDIT
Registration Number:	1937416	OCEAN CHECK
Registration Number:	2021275	OCEANPHONE
Registration Number:	2137758	SAILORPHONE
Registration Number:	2426323	MARITIME TELECOMMUNICATIONS NETWORK
Registration Number:	2706686	OCEANNEWS
Registration Number:	2998213	MTN
Registration Number:	3005864	MTN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3439563	STM
Registration Number:	3835901	SUPERPICO
Registration Number:	4248976	HD CONNECT
Registration Number:	4473349	SPEEDNET
Registration Number:	4489703	ZERO LATENCY GATEWAY
Registration Number:	4359437	CONNECT AT SEA
Registration Number:	4517406	EMERGING MARKETS COMMUNICATIONS
Registration Number:	5350927	AIRCONNECT GLOBAL
Registration Number:	5346645	AIRCONNECT GLOBAL
Registration Number:	5065001	AIRVIEW
Registration Number:	5065117	AIRPRO
Registration Number:	5234649	GEE MARITIME
Registration Number:	5984777	GLOBAL EAGLE
Registration Number:	5751837	GLOBAL EAGLE
Registration Number:	5751838	GLOBAL EAGLE
Registration Number:	5758187	GLOBAL EAGLE
Registration Number:	5758188	GLOBAL EAGLE
Registration Number:	5751839	GLOBAL EAGLE
Registration Number:	5984778	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
Serial Number:	87370611	GLOBAL EAGLE
Serial Number:	87370738	GLOBAL EAGLE
Serial Number:	87619278	ENRICH TIME
Registration Number:	5795125	ENRICH TIME
Registration Number:	5795126	ENRICH TIME
Registration Number:	5795127	ENRICH TIME
Registration Number:	5746458	ENRICH TIME
Serial Number:	87619242	ENRICH TIME
Serial Number:	87619254	ENRICH TIME
Registration Number:	6008370	PRIVA
Serial Number:	87619114	PRIVA
Registration Number:	5885930	PRIVA
Registration Number:	5795124	PRIVA
Serial Number:	87619134	PRIVA

Property Type	Number	Word Mark
Serial Number:	87619171	PRIVA
Registration Number:	6008369	PRIVA
Registration Number:	5503114	AIRTIME
Registration Number:	3966642	THE LAB AERO
Registration Number:	3719086	LUMEXIS
Registration Number:	3699931	LUMEXIS
Registration Number:	3901649	FIBER-TO-THE-SCREEN
Registration Number:	3901648	FTTS
Registration Number:	3999178	IFE AT THE SPEED OF LIGHT
Registration Number:	4268556	IFE AT THE SPEED OF LIGHT
Registration Number:	4978727	THE FUTURE OF IFE

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06367-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	10/25/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of ACQUIOM AGENCY SERVICES LLC, as collateral agent, for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets (including any Trademark applications excluded pursuant to Section 2.1 hereof):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) renewals and extensions thereof,
- (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and

(iv) rights to sue for past, present or future infringements or violations thereof, in each case whether such Trademark is owned or licensed.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include 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 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 would impair the validity or enforceability of any such application (or registration that issues therefrom) under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Collateral Agent (acting at the Direction of the Required Lenders) shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. 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.

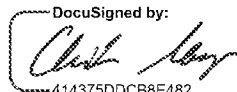
SECTION 8. COLLATERAL AGENT

The provisions set out in Article 9 and Sections 10.04 and 10.5 of the Credit Agreement shall govern the rights, duties and obligations of the Collateral Agent under this Agreement. The Collateral Agent shall be entitled to all of the rights, privileges, immunities, indemnities and protections set forth in the Credit Agreement in connection with any actions it takes under this Agreement. In connection with any conflict between this Agreement and the Credit Agreement or any other Loan Document relating to the rights, duties, obligations, immunities or indemnities of the Collateral Agent, the Credit Agreement shall control.

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

GLOBAL EAGLE OPCO LLC,
as Grantor

DocuSigned by:


By: _____
Name: Christian Mezger
Title: Chief Financial Officer

**ACQUIOM AGENCY SERVICES LLC, as
Collateral Agent**

By: J. Anderson
Name: Jennifer Anderson
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007467 FRAME: 0614**

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
Global Eagle OpCo LLC	ROW 44	United States	77977249	02/04/2008	3648773	06/30/2009	Inactive
Global Eagle OpCo LLC	ROW 44	United States	77388221	02/04/2008	3894253	12/21/2010	Registered
Global Eagle OpCo LLC	GIVING BROADBAND WINGS	United States	77388295	02/04/2008	3648365	06/30/2009	Inactive
Global Eagle OpCo LLC	NAVAERO	United States	76527448	06/23/2003	3136192	08/29/2006	Registered
Global Eagle OpCo LLC	T PAD	United States	76533412	07/30/2009	3093580	05/16/2006	Registered
Global Eagle OpCo LLC	MASFLIGHT	United States	85558485	03/02/2012	4325665	4/23/2013	Registered
Global Eagle OpCo LLC	DOORTRIP	United States	85978766	04/05/2012	4340073	05/21/2013	Inactive
Global Eagle OpCo LLC	AIRFLIX	United States	86245975	04/08/2014	-	-	Inactive
Global Eagle OpCo LLC	EMERGING MARKETS COMMUNICATIONS	United States	78299524	09/12/2003	2,980,227	07/26/2005	Inactive
Global Eagle OpCo LLC	OCEANCASH	United States	74213960	10/15/1991	1,941,368	12/12/1995	Inactive
Global Eagle OpCo LLC	OCEAN CREDIT	United States	74213414	10/16/1991	1,931,848	10/31/1995	Registered

Schedule A to
Exhibit IV

Owner	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
Global Eagle OpCo LLC	OCEAN CHECK	United States	74245247	02/07/1992	1,937,416	11/21/1995	Inactive
Global Eagle OpCo LLC	OCEANPHONE	United States	74595290	11/04/1994	2,021,275	12/03/1996	Registered
Global Eagle OpCo LLC	SAILORPHONE	United States	75045230	01/18/1996	2,137,758	02/17/1998	Inactive
Global Eagle OpCo LLC	MARITIME TELECOMMUNICATIONS NETWORK	United States	75741097	07/01/1999	2,426,323	12/3/1996	Registered
Global Eagle OpCo LLC	OCEANNEWS	United States	76392135	04/08/2002	2,706,686	04/15/2003	Inactive
Global Eagle OpCo LLC	MTN & Design	United States	78464416	08/09/2004	2,998,213	09/20/2005	Registered
Global Eagle OpCo LLC	MTN & Design	United States	78464450	08/09/2004	3,005,864	10/11/2005	Registered
Global Eagle OpCo LLC	STM (Stylized)	United States	77231490	07/17/2007	3,439,563	06/03/2008	Inactive
Global Eagle OpCo LLC	SUPERPICO	United States	77702736	03/31/2009	3,835,901	08/17/2010	Inactive
Global Eagle OpCo LLC	HD CONNECT	United States	85483041	11/29/2011	4,248,976	11/27/2012	Registered
Global Eagle OpCo LLC	SPEEDNET	United States	85611357	04/29/2012	4,473,349	01/28/2014	Registered
Global Eagle OpCo LLC	ZERO LATENCY GATEWAY	United States	85627800	05/17/2012	4,489,703	02/25/2014	Registered
Global Eagle OpCo LLC	CONNECT AT SEA	United States	85705236	08/16/2012	4,359,437	06/25/2013	Inactive
Global Eagle OpCo LLC	EMERGING MARKETS COMMUNICATIONS	United States	86024709	07/31/2013	4,517,406	04/22/2014	Registered

Owner	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
Global Eagle OpCo LLC	AIRCONNECT GLOBAL	United States	86530970	02/11/2015	5,350,927	12/05/2017	Registered
Global Eagle OpCo LLC	AIRCONNECT GLOBAL	United States	86530971	02/11/2015	5,346,645	11/28/2017	Registered
Global Eagle OpCo LLC	AIRVIEW	United States	86530997	02/11/2015	5,065,001	10/18/2016	Registered
Global Eagle OpCo LLC	AIRPRO	United States	86584706	04/01/2015	5,065,117	10/18/2016	Registered
Global Eagle OpCo LLC	GEE MARITIME	United States	86598810	04/15/2015	5,234,649	07/4/2017	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE	United States	87370557	03/14/2017	5,984,777	02/22/2020	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE	United States	87370576	03/14/2017	5,751,837	05/14/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE	United States	87370590	03/14/2017	5,751,838	05/14/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE	United States	87370600	03/14/2017	5,758,187	05/21/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE	United States	87370620	03/14/2017	5,758,188	05/21/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE	United States	87370626	03/14/2017	5,751,839	05/14/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE (Stylized)	United States	87370666	03/14/2017	5,984,778	02/11/2020	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE (Stylized)	United States	87370677	03/14/2017	5,751,840	05/14/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE (Stylized)	United States	87370695	03/14/2017	5,751,841	05/14/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE (Stylized)	United States	87370714	03/14/2017	5,758,189	05/21/2019	Registered

Owner	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
Global Eagle OpCo LLC	GLOBAL EAGLE (Stylized)	United States	87370752	03/14/2017	5,758,190	05/21/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE (Stylized)	United States	87370765	03/14/2017	5,751,842	05/14/2019	Registered
Global Eagle OpCo LLC	GLOBAL EAGLE	United States	87370611	03/14/2017	-	-	Inactive
Global Eagle OpCo LLC	GLOBAL EAGLE (Stylized)	United States	87370738	03/14/2017	-	-	Inactive
Global Eagle OpCo LLC	ENRICH TIME	United States	87619278	09/22/2017	-	-	Inactive
Global Eagle OpCo LLC	ENRICH TIME	United States	87619259	09/22/2017	5,795,125	07/02/2019	Registered
Global Eagle OpCo LLC	ENRICH TIME	United States	87619266	09/22/2017	5,795,126	07/02/2019	Registered
Global Eagle OpCo LLC	ENRICH TIME	United States	87619287	09/22/2017	5,795,127	07/02/2019	Registered
Global Eagle OpCo LLC	ENRICH TIME	United States	87619298	09/22/2017	5,746,458	05/07/2019	Registered
Global Eagle OpCo LLC	ENRICH TIME	United States	87619242	09/22/2017	-	-	Inactive
Global Eagle OpCo LLC	ENRICH TIME	United States	87619254	09/22/2017	-	-	Inactive
Global Eagle OpCo LLC	PRIVA	United States	87619190	09/22/2017	6,008,370	3/10/2020	Registered
Global Eagle OpCo LLC	PRIVA	United States	87619114	09/22/2017	-	-	Inactive
Global Eagle OpCo LLC	PRIVA	United States	87619159	09/22/2017	5,885,930	10/15/2019	Registered
Global Eagle OpCo LLC	PRIVA	United States	87619183	09/22/2017	5,795,124	07/02/2019	Registered

Owner	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
Global Eagle OpCo LLC	PRIVA	United States	87619134	09/22/2017	-	-	Inactive
Global Eagle OpCo LLC	PRIVA	United States	87619171	09/22/2017	-	-	Inactive
Global Eagle OpCo LLC	PRIVA	United States	87619145	09/22/2017	6,008,369	3/10/2020	Registered
Global Eagle OpCo LLC	AIRTIME	United States	87705278	12/01/2017	5503114	06/26/2018	Registered
Global Eagle OpCo LLC	THE LAB.AERO	United States	77441519	08/07/2008	3,966,642	06/26/2011	Registered
Global Eagle OpCo LLC	LUMEXIS	United States	77246981	08/03/2007	3,719,086	12/01/2009	Registered
Global Eagle OpCo LLC	LUMEXIS & Design	United States	77500166	06/16/2008	3,699,931	10/20/2009	Registered
Global Eagle OpCo LLC	FIBER-TO-THE-SCREEN	United States	77835523	09/25/2009	3,901,649	01/04/2011	Registered
Global Eagle OpCo LLC	FTTS	United States	77835520	09/25/2009	3,901,648	01/04/2011	Registered
Global Eagle OpCo LLC	IFE AT THE SPEED OF LIGHT	United States	77982056	10/12/2009	3,999,178	07/19/2011	Inactive
Global Eagle OpCo LLC	IFE AT THE SPEED OF LIGHT	United States	77847088	10/12/2009	4,268,556	01/01/2013	Inactive
Global Eagle OpCo LLC	THE FUTURE OF IFE	United States	86378413	08/27/2014	4,978,727	06/14/2016	Registered

TRADEMARK