

Tab Settings



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original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):  
BE Aerospace, Inc.  
1400 Corporate Center Way  
Wellington, FL 33414  
U.S.A.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 18, 1999

2. Name and address of receiving party(ies):

Name: In-Flight Entertainment, LLC

Internal Address: 1400 Corporate Center Way

Street Address:

City: Wellington State: FL ZIP: 33414  
U.S.A.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/301268

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Simon B. Anolick

Internal Address: Gardner, Carton & Douglas  
Suite 3300

Street Address: 321 North Clark Street

City: Chicago State: IL ZIP: 60610

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Simon B. Anolick  
Name of Person Signing

*Simon B. Anolick*  
Signature

24 Feb 99  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

03/08/1999 DNGUYEN 00000260 75301268

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40.00 DP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231  
on February 24, 1999  
Name Kathleen Holata

the by certify that this correspondence is being deposited with United States Postal Service first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive Arlington, VA 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT, made by and between BE Aerospace, Inc., a Delaware corporation ("Assignor"), and In-Flight Entertainment, LLC a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof, including variations and derivations thereof, in various jurisdictions throughout the world, whether or not applications, registrations and/or common law rights therefor (the "Marks"); and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on the date and year first above written.

BE AEROSPACE, INC.

By: [Signature]  
Name: JEFFREY P. HOLTZMAN  
Title: VICE PRESIDENT & TREASURER

IN-FLIGHT ENTERTAINMENT LLC

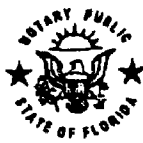
By: [Signature]  
Name: THOMAS P. McCAFFREY  
Title: VICE PRESIDENT & CHIEF FINANCIAL OFFICER

Subscribed and Sworn to Before Me  
this 18<sup>th</sup> day of February 1999.

[Signature]  
Notary Public  
My commission expires: 9/20/99

Subscribed and Sworn to Before Me  
this 18<sup>th</sup> day of February 1999.

[Signature]  
Notary Public  
My commission expires: 9/20/99



ELLEN CAPLAN  
My Commission CC408947  
Expires Sep. 20, 1999



ELLEN CAPLAN  
My Commission CC408947  
Expires Sep. 20, 1999

**SCHEDULE A**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No./Serial No.</b>
MDDS	Australia	725732
MDDS	Canada	835675
MDDS	European Community	446161
MDDS	Hong Kong	9700887
MDDS	Japan	9-6088
MDDS	Mexico	543791
MDDS	New Zealand	271636
MDDS	Norway	97,0493
MDDS	Singapore	S/1040/97
MDDS	South Africa	09700623
MDDS	South Korea	97-3607
MDDS	Switzerland	00272/1997
MDDS	Taiwan	86002406
MDDS	USA	75/301268