

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467525

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------------|
| GLOBAL EAGLE ENTERTAINMENT INC. | | 03/27/2018 | Corporation: DELAWARE |
| ROW 44, INC. | | 03/27/2018 | Corporation: DELAWARE |
| INFLIGHT PRODUCTIONS USA INC. | | 03/27/2018 | Corporation: CALIFORNIA |
| STM NETWORKS, LLC | | 03/27/2018 | Limited Liability Company: 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: 61

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 3136192 | NAVAERO |
| Registration Number: | 3093580 | T PAD |
| Registration Number: | 2998213 | MTN |
| Registration Number: | 3005864 | MTN |
| Registration Number: | 3439563 | STM |
| Registration Number: | 4248976 | HD CONNECT |
| Registration Number: | 4325665 | MASFLIGHT |
| Registration Number: | 4340073 | DOORTRIP |
| 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 |

CH \$1540.00 3136192

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------------|
| Registration Number: | 5346645 | AIRCONNECT GLOBAL |
| Registration Number: | 5065001 | AIRVIEW |
| Registration Number: | 5065117 | AIRPRO |
| Registration Number: | 5234649 | GEE MARITIME |
| 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 |
| Registration Number: | 2021275 | OCEANPHONE |
| Registration Number: | 2426323 | MARITIME TELECOMMUNICATIONS NETWORK |
| Registration Number: | 2137758 | SAILORPHONE |
| Registration Number: | 3648365 | GIVING BROADBAND WINGS |
| Registration Number: | 3894253 | ROW 44 |
| Registration Number: | 3648773 | ROW 44 |
| Registration Number: | 4293567 | GLOBAL IP |
| Serial Number: | 87370557 | GLOBAL EAGLE |
| Serial Number: | 87370666 | GLOBAL EAGLE |
| Serial Number: | 87619242 | ENRICH TIME |
| Serial Number: | 87619254 | ENRICH TIME |
| Serial Number: | 87619259 | ENRICH TIME |
| Serial Number: | 87619266 | ENRICH TIME |
| Serial Number: | 87619278 | ENRICH TIME |
| Serial Number: | 87619287 | ENRICH TIME |
| Serial Number: | 87619298 | ENRICH TIME |
| Serial Number: | 87619114 | PRIVA |
| Serial Number: | 87619134 | PRIVA |
| Serial Number: | 87619145 | PRIVA |
| Serial Number: | 87619159 | PRIVA |
| Serial Number: | 87619171 | PRIVA |
| Serial Number: | 87619183 | PRIVA |
| Serial Number: | 87619190 | PRIVA |
| Serial Number: | 87705278 | AIRTIME |
| Serial Number: | 87370576 | GLOBAL EAGLE |
| Serial Number: | 87370590 | GLOBAL EAGLE |

| Property Type | Number | Word Mark |
|----------------|----------|--------------|
| Serial Number: | 87370600 | GLOBAL EAGLE |
| Serial Number: | 87370611 | GLOBAL EAGLE |
| Serial Number: | 87370620 | GLOBAL EAGLE |
| Serial Number: | 87370626 | GLOBAL EAGLE |
| Serial Number: | 87370677 | GLOBAL EAGLE |
| Serial Number: | 87370695 | GLOBAL EAGLE |
| Serial Number: | 87370714 | GLOBAL EAGLE |
| Serial Number: | 87370738 | GLOBAL EAGLE |
| Serial Number: | 87370752 | GLOBAL EAGLE |
| Serial Number: | 87370765 | GLOBAL EAGLE |

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: mcastle@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Matthew Castle

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: | Matthew Castle |
| SIGNATURE: | /Matthew Castle/ |
| DATE SIGNED: | 03/28/2018 |

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 27, 2018 (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 Cortland Capital Market Services LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 27, 2018 (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 Note Obligations, including the obligations arising pursuant to the Guaranty Agreement, 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):

1. all Trademarks, including those listed on Schedule A hereto,
2. renewals and extensions thereof,
3. 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
4. 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 Note Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Collateral Agent 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. INTERCREDITOR AND SUBORDINATION AGREEMENT

Notwithstanding anything herein to the contrary, the priority of the Liens and the security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject in all respects to the provisions of the Intercreditor and Subordination Agreement. In the event of any conflict between the terms of the Intercreditor and Subordination Agreement and this Agreement with respect to the priority of the Liens and the security Interest granted to the Collateral Agent pursuant to this Agreement or with respect to the exercise of any

right or remedy by the Collateral Agent hereunder, the terms of the Intercreditor and Subordination Agreement shall govern and control.


[Remainder of page intentionally left blank]

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 ENTERTAINMENT INC.
ROW 44, INC.
INFLIGHT PRODUCTIONS USA INC.,
STM NETWORKS, LLC**
each as Grantor

By:  _____
Name: Paul Rainey
Title: Chief Financial Officer

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

By: 
Name: Jonathan Kirschmeier
Title: Associate Counsel

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered:

| Owner | Reg. No. | Mark |
|---------------------------------|-----------------|---|
| Global Eagle Entertainment Inc. | 2,426,323 | MARITIME TELECOMMUNICATIONS NETWORK |
| Global Eagle Entertainment Inc. | 3,136,192 | NAVAERO |
| Global Eagle Entertainment Inc. | 3,093,580 | T-PAD |
| Global Eagle Entertainment Inc. | 2,998,213 | MTN & Design |
| Global Eagle Entertainment Inc. | 3,005,864 | MTN & Design |
| Global Eagle Entertainment Inc. | 3,439,563 | STM (Stylized) |
| Global Eagle Entertainment Inc. | 4,248,976 | HD CONNECT |
| Global Eagle Entertainment Inc. | 4,325,665 | MASFLIGHT |
| Global Eagle Entertainment Inc. | 4,340,073 | DOORTRIP |
| Global Eagle Entertainment Inc. | 4,473,349 | SPEEDNET |
| Global Eagle Entertainment Inc. | 4,489,703 | ZERO LATENCY GATEWAY |
| Global Eagle Entertainment Inc. | 4,359,437 | CONNECT AT SEA |
| Global Eagle Entertainment Inc. | 4,517,406 | EMERGING MARKETS COMMUNICATIONS |
| Global Eagle Entertainment Inc. | 5,350,927 | AIRCONNECT GLOBAL |
| Global Eagle Entertainment Inc. | 5,346,645 | AIRCONNECT GLOBAL |
| Global Eagle Entertainment Inc. | 5,065,001 | AIRVIEW |
| Global Eagle Entertainment Inc. | 5,065,117 | AIRPRO |
| Global Eagle Entertainment Inc. | 5,234,649 | GEE MARITIME |
| Inflight Productions USA Inc. | 3,966,642 | THE LAB.AERO |
| 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 |
| 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 |
| Global Eagle Entertainment Inc. | 4,978,727 | THE FUTURE OF IFE |
| Global Eagle Entertainment Inc. | 2,021,275 | OCEANPHONE |
| Global Eagle Entertainment Inc. | 2,426,323 | MARITIME TELECOMMUNICATIONS NETWORK |
| Global Eagle Entertainment Inc. | 2,137,758 | SAILORPHONE |
| Row 44, Inc. | 3,648,365 | GIVING BROADBAND WINGS |
| Row 44, Inc. | 3,894,253 | ROW 44 |
| Row 44, Inc. | 3,648,773 | ROW 44 |

| | | |
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| STM Group, Inc. AKA STM Networks, Inc. | 4,293,567 | GLOBAL IP |
|--|-----------|-----------|

Applications:

| Owner | App. 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. | 87/619,254 | ENRICH TIME |
| Global Eagle Entertainment Inc. | 87/619,259 | ENRICH TIME |
| Global Eagle Entertainment Inc. | 87/619,266 | ENRICH TIME |
| Global Eagle Entertainment Inc. | 87/619,278 | ENRICH TIME |
| Global Eagle Entertainment Inc. | 87/619,287 | ENRICH TIME |
| Global Eagle Entertainment Inc. | 87/619,298 | ENRICH TIME |
| Global Eagle Entertainment Inc. | 87/619,114 | PRIVA |
| Global Eagle Entertainment Inc. | 87/619,134 | PRIVA |
| Global Eagle Entertainment Inc. | 87/619,145 | PRIVA |
| Global Eagle Entertainment Inc. | 87/619,159 | PRIVA |
| Global Eagle Entertainment Inc. | 87/619,171 | PRIVA |
| Global Eagle Entertainment Inc. | 87/619,183 | PRIVA |
| Global Eagle Entertainment Inc. | 87/619,190 | PRIVA |
| Global Eagle Entertainment Inc. | 87/705,278 | AIRTIME |
| Global Eagle Entertainment Inc. | 87/370,576 | GLOBAL EAGLE |
| Global Eagle Entertainment Inc. | 87/370,590 | GLOBAL EAGLE |
| Global Eagle Entertainment Inc. | 87/370,600 | GLOBAL EAGLE |
| Global Eagle Entertainment Inc. | 87/370,611 | GLOBAL EAGLE |
| Global Eagle Entertainment Inc. | 87/370,620 | GLOBAL EAGLE |
| Global Eagle Entertainment Inc. | 87/370,626 | GLOBAL EAGLE |
| Global Eagle Entertainment Inc. | 87/370,677 | GLOBAL EAGLE (Stylized) |
| Global Eagle Entertainment Inc. | 87/370,695 | GLOBAL EAGLE (Stylized) |
| Global Eagle Entertainment Inc. | 87/370,714 | GLOBAL EAGLE (Stylized) |
| Global Eagle Entertainment Inc. | 87/370,738 | GLOBAL EAGLE (Stylized) |
| Global Eagle Entertainment Inc. | 87/370,752 | GLOBAL EAGLE (Stylized) |
| Global Eagle Entertainment Inc. | 87/370,765 | GLOBAL EAGLE (Stylized) |