

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Eagle Entertainment Inc.		03/16/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3439563	STM	
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	
TRADEMARK			

CH \$790.00 3439563

Property Type	Number	Word Mark
Serial Number:	87370576	GLOBAL EAGLE
Serial Number:	87370590	GLOBAL EAGLE
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: 2127352000

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: 212.735.5117

Email: francine.waldbaum@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Francine Waldbaum

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 525360/1757

NAME OF SUBMITTER: Oren Epstein

SIGNATURE: /OE/

DATE SIGNED: 03/23/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 16, 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 Citibank, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of January 6, 2017 (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 Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative 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 Administrative 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 Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative 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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Administrative 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.

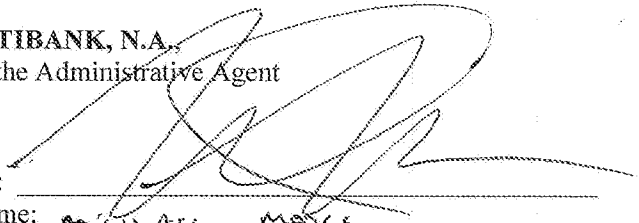
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL EAGLE ENTERTAINMENT INC.
as a Grantor

By: Paul Rainey
Name: Paul Rainey
Title CFO

CITIBANK, N.A.
as the Administrative Agent

By: 
Name: MICHAEL MOSKE
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006309 FRAME: 0983

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered:

Owner	Reg. No.	Mark
Global Eagle Entertainment Inc.	3,439,563	STM (Stylized)
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)

