

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2994810

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SUPPLEMENTAL PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GOGO LLC	08/20/2014
RECEIVING PARTY DATA		
Name:	MORGAN STANLEY SENIOR FUNDING, INC.	
Street Address:	1585 BROADWAY	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10036	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14340921
CORRESPONDENCE DATA		
Fax Number:	(212)909-6836	
<i>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.</i>		
Phone:	212-909-6000	
Email:	trademarks@debevoise.com	
Correspondent Name:	STEVEN KESLOWITZ, ESQ.	
Address Line 1:	919 THIRD AVENUE	
Address Line 2:	DEBEVOISE & PLIMPTON LLP	
Address Line 4:	NEW YORK, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	24190-1003	
NAME OF SUBMITTER:	STEVEN KESLOWITZ	
SIGNATURE:	/Steven Keslowitz/	
DATE SIGNED:	08/25/2014	
Total Attachments: 6		
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SUPPLEMENTAL PATENT SECURITY AGREEMENT

This **SUPPLEMENTAL PATENT SECURITY AGREEMENT**, dated as of August 20, 2014 (this "Agreement"), is made by GOGO LLC (the "Grantor") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of June 21, 2012, and as amended and restated as of July 30, 2014 (and as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among AIRCELL BUSINESS AVIATION SERVICES LLC, a Delaware limited liability company (the "BA"), GOGO LLC, a Delaware limited liability company ("CA"), GOGO INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings" and, together with BA and CA, collectively, the "Borrowers" and each a "Borrower"), the Administrative Agent, the Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of June 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor, the Agent and the other persons party thereto, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION. 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Notice and Confirmation of Grant of Security Interest.

Grantor hereby confirms the grant in the Guarantee and Collateral Agreement to the Agent, for the benefit of the Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future

SUPPLEMENTAL PATENT SECURITY AGREEMENT

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may acquire any right, title or interest (collectively, the "Patent Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

All of Grantor's right, title and interest in and to all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) the patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (vi) all other patent rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest confirmed pursuant to this Agreement is confirmed in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

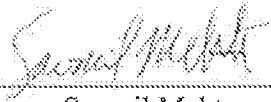
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered

shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GOGO LLC, as Grantor

By: 
Name: Saumil Mehta
Title: VP & Asst. General Counsel

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: _____
Name:
Title:

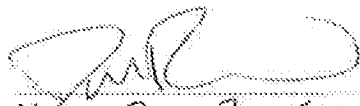
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOGO LLC, as Grantor

By: _____
Name:
Title:

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: 
Name: San Ramon
Title: Authorized Signatory

SCHEDULE A
to
SUPPLEMENTAL PATENT SECURITY AGREEMENT

Title	Country	Appl. No.
System for Managing Mobile Internet Protocol Addresses In An Airborne Wireless Cellular Network	US	14/340,921

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