

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3159138

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ROW 44, INC.	12/22/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CITIBANK, N.A.	
<b>Street Address:</b>	1001 PAGE MILL ROAD	
<b>Internal Address:</b>	BUILDING 4, FLOOR 2	
<b>City:</b>	PALO ALTO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94304	
<b>PROPERTY NUMBERS Total: 5</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7068235
	Patent Number:	7350753
	Patent Number:	7388551
	Application Number:	12057034
	Application Number:	12140274
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(714)755-8290	
<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>		
<b>Email:</b>	ipdocket@lw.com	
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP	
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE	
<b>Address Line 2:</b>	SUITE 2000	
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626	
<b>ATTORNEY DOCKET NUMBER:</b>	049133-0109	
<b>NAME OF SUBMITTER:</b>	RHONDA DELEON	
<b>SIGNATURE:</b>	/Rhonda DeLeon/	
<b>DATE SIGNED:</b>	12/22/2014	
<b>Total Attachments: 5</b>		
source=Global Eagle - Executed Patent Security Agreement(5892034_1_SF)#page1.tif		

PATENT

source=Global Eagle - Executed Patent Security Agreement(5892034\_1\_SF)#page2.tif  
source=Global Eagle - Executed Patent Security Agreement(5892034\_1\_SF)#page3.tif  
source=Global Eagle - Executed Patent Security Agreement(5892034\_1\_SF)#page4.tif  
source=Global Eagle - Executed Patent Security Agreement(5892034\_1\_SF)#page5.tif

## Patent Security Agreement

This PATENT SECURITY AGREEMENT, dated as of December 22, 2014 (as it may be further amended, restated, amended and restated, extended, renewed, 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. (“**Bank**”), pursuant to that certain Loan Agreement (as defined below), with reference to the following facts:

### RECITALS

The Grantors are party to a Loan and Security Agreement dated as of the date hereof (as it may be further amended, restated, amended and restated, extended, renewed, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) between each of the Grantors, certain Affiliates of the Grantors party thereto and Bank, pursuant to which the Grantors granted a security interest to Bank in the Patent 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 Bank as follows:

### AGREEMENT

#### SECTION 1. DEFINED TERMS

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

#### SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL

Each Grantor hereby assigns and pledges, and grants to Bank, a continuing Lien on and security interest in and to all present and future United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, in each case which are owned by such Grantor, including, but not limited to: (i) each patent and patent application referred to in Schedule A; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, in each case, wherever located and whether now owned or existing 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 “**Patent Collateral**”) as collateral security for the timely payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration or otherwise) of such Grantor’s Obligations. Notwithstanding the foregoing, the Patent Collateral does not include (a) any right held under a

license that is not assignable by its terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is effective under Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provisions thereof) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity) or (b) any lease, license, contract, or agreement in respect of personal property to which any Grantor is a party, and any of its rights or interest thereunder, if and to the extent that the grant of a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor or (ii) a term, provision or condition (including any requirement to obtain the consent of any Governmental Authority or third party) of any such lease, license, contract or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided however, that the Patent Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in subclause (b) (i) or (ii) above, provided, further, that the exclusions referred to in clause (b) shall not include any proceeds of any such lease, license, contract or agreement.

### SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the provisions of the Loan Agreement shall control.

### SECTION 4. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York (without regard to the conflicts of law principles of such State), including all matters of construction, validity and performance, regardless of the location of the Patent Collateral, provided, however, that if the laws any jurisdiction other than New York shall govern in regard to the validity, perfection or effect of perfection of any Lien or in regard to procedural matters affecting enforcement of any Liens in Patent Collateral, such laws of such other jurisdiction shall continue to apply to that extent.

### SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile (or other electronic) transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

ROW 44, INC., a Delaware corporation

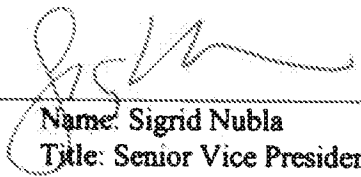
By: 

Name: Mike Zemetra

Title: Chief Financial Officer and Treasurer

*[Signature Page to Patent Security Agreement]*

CITIBANK, N.A.

By:   
Name: Sigrid Nubla  
Title: Senior Vice President

SCHEDULE A  
to  
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Jurisdiction	Title	Application No.	Filing Date	Patent No.	Issue Date	Owner Name
U.S.	Antenna System	10/900020	7/26/2004	7068235	6/27/2006	Row 44, Inc.
U.S.	RF Shielding for Aircraft Windows	11/187062	7/21/2005	7350753	4/1/2008	Row 44, Inc.
U.S.	Antenna System	11/426901	6/27/2006	7388551	6/17/2008	Row 44, Inc.
U.S.	RF Shielding for Aircraft Windows	12/057034	3/27/2008			Row 44, Inc.
U.S.	Antenna Systems	12/140274	6/17/2008			Row 44, Inc.