

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3563302

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	FLIGHTVIEW INC.	10/05/2015
RECEIVING PARTY DATA		
Name:	LLOYDS BANK PLC	
Street Address:	25 GRESHAM STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EC2V 7HN	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	6393359	
Patent Number:	6580998	
Patent Number:	7065443	
Patent Number:	7120537	
Patent Number:	7706968	
Patent Number:	7966122	
Patent Number:	8407307	
Patent Number:	8706552	
Application Number:	12267276	
CORRESPONDENCE DATA		
Fax Number:	(212)715-8100	
<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>		
Email:	klpatent@kramerlevin.com	
Correspondent Name:	KRAMER LEVIN NAFTALIS & FRANKEL LLP	
Address Line 1:	1177 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	066260-00010	
NAME OF SUBMITTER:	RAFFAELLA GIULIANO	
SIGNATURE:	/Raffaella Giuliano/	

DATE SIGNED:	10/09/2015
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Total Attachments: 9

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PATENT SECURITY AGREEMENT
(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, FlightView Inc. (herein called "Grantor") owns certain Patents (as defined below) and is a party to certain Patent Licenses (as defined below); and

WHEREAS, pursuant to that certain Multicurrency Term Facilities Agreement dated October 5, 2015 (the "Facilities Agreement") among OAG Aviation Holdings Limited, as original borrower (the "Original Borrower"), certain subsidiaries of the Original Borrower, including Grantors, as original guarantors, Lloyds Bank plc, as arranger, Lloyds Bank plc, acting as agent, Lloyds Bank plc, as original lender (the "Original Lender"), and Lloyds Bank plc, acting as security agent (the "Security Agent") the Original Lender has agreed to make certain loans to the Original Borrower; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 5, 2015 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Lloyds Bank plc, as Security Agent (the "Grantee") for the benefit of the Secured Parties (as defined in the Facilities Agreement) a continuing security interest in various assets of Grantor, including a continuing security interest in all right, title and interest of Grantor in and to the Patent Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest. The Grantor hereby grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, whether now existing or hereafter incurred or arising:

(a) each Patent (including each design patent and patent application) in which Grantor has any interest;

(b) each Patent License; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent (including without limitation any design patent and any Patent issuing from any application referred to in Schedule 1 hereto) and all rights and benefits of Grantor under any Patent License.

As used herein:

"Patent License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right with respect to any Patent or any model invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence, including the agreements identified in Schedule 1.

"Patents" means all the following: (a) all domestic and foreign patents (including any certificates of invention and other patent equivalents), utility models, provisions applications and patents issuing therefrom, including those described in Schedule 1, (b) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Facilities Agreement) has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent 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 of any conflict or inconsistency between this Patent Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 2. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Patent Security Agreement and any claim, controversy or dispute related to or in connection with this Patent Security Agreement or any of the transactions contemplated hereby, the relationship of the parties hereto and the interpretation and enforcement of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

(b) GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT IN THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND CONSENTS TO THE PLACING OF VENUE IN NEW YORK COUNTY OR OTHER COUNTY PERMITTED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THIS PATENT SECURITY AGREEMENT OR INSTRUMENT REFERRED TO HEREIN MAY NOT BE LITIGATED IN OR BY SUCH COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AGREES NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH COURT BY ANY COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT. EXCEPT AS PROHIBITED BY LAW, GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). THE GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PATENT SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(c) Each party to this Patent Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 33 of the Facilities Agreement. Nothing in this Patent Security Agreement will affect the right of any party to this Patent Security Agreement to serve process in any other manner permitted by law.

Section 3. Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.


Section 4. Mutual Drafting. The parties hereto have participated jointly in the negotiation and drafting of this Patent Security Agreement. If an ambiguity or question of intent or interpretation arises, this Patent Security Agreement will be construed as if drafted jointly by

the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Patent Security Agreement.

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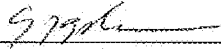
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of October, 2015.

FLIGHTVIEW INC.

By 
Name: MATTHEW PLOSE
Title: TREASURER

[Signature Page to FlightView Inc. Patent Security Agreement]

Acknowledged and Agreed as of the date hereof:
Lloyds Bank plc, as Security Agent

By 
Name: JOHN REYNOLDS
Title: DIRECTOR, STRATEGIC FINANCE

[Signature Page to FlightView Inc. Patent Security Agreement]

PATENT
REEL: 036763 FRAME: 0528

Schedule 1

Patents

Patent Licenses

**Disclosure Schedules
(Patent Security Agreement – FlightView Inc.)**

Schedule 1

Patents

US Patent 6,393,359 Apparatus and Method for Estimating Aircraft Departure Timing
Issued May 21, 2002, Filed Aug 11, 2000
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

Mexico Patent 226,956 System and Method for Estimating Aircraft Flight Delay
Issued March 29, 2005, Filed June 24, 2002
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

US Patent 6,580,998 System and Method for Estimating Aircraft Flight Delay
Issued June 17, 2003, Filed Dec 20, 2001
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

US Patent 7,065,443 System and Method for Estimating Aircraft Flight Delay
Issued June 20, 2006, Filed Aug 24, 2003
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

US Patent 7,120,537 System and Method for Characterizing Traffic Behavior at an Airport
Issued Oct 10, 2006, Filed Oct 27, 2004
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

US Patent 7,706,968 System and Method for Characterizing Traffic Behavior at an Airport
Issued Apr 27, 2010, Filed May 12, 2006
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

US Patent 7,966,122 System and Method for Flight Plan Data Capture
Issued Jun 21, 2011, Filed May 12, 2006
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

US Patent 8,407,307 Flight Information Sending System and Method
Issued Mar 26, 2013, Filed Nov 9, 2007
Inventors: Lorraine Flynn, Mary Flynn, James Steinberg

US Patent 8,706,552 Targeted Advertisements to Scheduled Transportation Users
Issued April 22, 2014, Filed April 1, 2009 (provisional April 1, 2008)
Inventors: Michael Benjamin, Everette Jordan, Weiqiang Xu

Other Patents Pending

US Patent Application 20090118998 Flight Tracking Display Systems and Methods

Filed: May 7, 2009

Inventors: Terry Chau, Lorraine Flynn, Mary Flynn, James Steinberg, Everette Jordan,
Michael Benjamin

Patent Licenses

None.