

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3757212

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LUMEXIS CORPORATION	02/24/2016
RECEIVING PARTY DATA	
Name:	GLOBAL EAGLE ENTERTAINMENT, INC.
Street Address:	4553 GLENCOE AVENUE
Internal Address:	SUITE 300
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90292
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8184974
Patent Number:	8659990
PCT Number:	US2010044017
Patent Number:	8416698
Application Number:	11533258
Application Number:	14185599
Application Number:	12898482
Application Number:	13685525
Patent Number:	8484045
CORRESPONDENCE DATA	
Fax Number:	(312)558-5700
<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>	
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Correspondent Name:	MICHELLE FOY, WINSTON & STRAWN LLP
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ATTORNEY DOCKET NUMBER:	86864.1

PATENT

NAME OF SUBMITTER:	MICHELLE FOY
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	02/25/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=GEE-Lumexis - Grant of Patent Security Interest (EXECUTED)#page1.tif source=GEE-Lumexis - Grant of Patent Security Interest (EXECUTED)#page2.tif source=GEE-Lumexis - Grant of Patent Security Interest (EXECUTED)#page3.tif source=GEE-Lumexis - Grant of Patent Security Interest (EXECUTED)#page4.tif source=GEE-Lumexis - Grant of Patent Security Interest (EXECUTED)#page5.tif	

GRANT OF PATENT SECURITY INTEREST

This Grant of Patent Security Interest (this “**Grant of Patent Security Interest**”) is made as of February 24, 2016, by Lumexis Corporation, a Delaware corporation (“**Grantor**”), in favor of Global Eagle Entertainment, Inc. (“**Secured Party**”). Capitalized terms used in this Grant of Patent Security Interest and not otherwise defined herein have the meanings specified in the Loan and Security Agreement (as defined below).

WHEREAS, Grantor has entered into a Loan and Security Agreement, dated as of February 24, 2016 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Loan and Security Agreement**”) with Secured Party, pursuant to which Secured Party has made certain commitments, subject to the terms and conditions set forth in the Loan and Security Agreement, to extend certain loans to Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan and Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Loan and Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to all of the following (including all rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use), in each case whether now or hereafter existing, whether tangible or intangible, whether now owned or hereafter acquired, wherever the same may be located and whether or not subject to the Uniform Commercial Code as it exists on the date of the Loan and Security Agreement, or as it may thereafter be amended in the State of Delaware (the “**Patent Collateral**”):

(i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing. For purposes of

this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when any of the foregoing or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor shall give the Secured Party prompt notice of any additional Patents or applications made therefor after the date hereof. The Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule A to include any future Patents or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A hereof, as applicable, shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A hereof, as applicable.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan and Security Agreement.

In the event that any provision of this Grant of Patent Security Interest is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

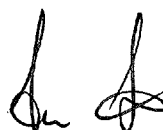
THIS GRANT OF PATENT SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Grant of Patent Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Patent Security Interest by signing and delivering one or more counterparts.

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IN WITNESS WHEREOF, Grantor has caused this GRANT OF PATENT SECURITY INTEREST to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

LUMEXIS CORPORATION

By: 
Name: Lou Sharkey
Title: President and COO

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Owner</u>
8,184,974	5/22/12	Fiber-to-the-Seat (FTTS) In-Flight Entertainment System	Lumexis Corporation
8,659,990	2/25/14	Serial Networking Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
PCT/US2010/044017 (Japan)		Serial Networking Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
8,484,045	4/16/13	Video Display Unit Docking Assembly for Fiber-to-the-Screen Inflight Entertainment System	Lumexis Corporation
8,416,698	4/9/13	Serial Networking Fiber Optic Inflight Entertainment System Network Configuration	Lumexis Corporation

Patents Pending:

<u>Date Filed</u>	<u>Application Number</u>	<u>Title</u>	<u>Owner</u>
9/19/06	11/533,258	Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
9/19/06	200680034350.3 (China)	Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
9/19/06	06814950.9 (Europe)	Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
9/19/06	08113597.2 (Hong Kong)	Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
2/20/14	14/185,599	Serial Networking Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
7/30/10	201080034871.5	Serial Networking Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation

7/30/10	10806973.3	Serial Networking Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
7/30/10	PCT/US2010/044017 (Russia)	Serial Networking Fiber-to-the-Seat In-Flight Entertainment System	Lumexis Corporation
10/5/10	12/898,482	Inflight Communication System	Lumexis Corporation
10/5/10	10822547.5 (Europe)	Inflight Communication System	Lumexis Corporation
11/26/12	13/685,525	Serial Networking Fiber Optic Inflight Entertainment System Network Configuration	Lumexis Corporation