

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3985753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GLOBAL EAGLE ENTERTAINMENT INC.	07/27/2016
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: 13	
Property Type	Number
Patent Number:	9255809
Patent Number:	8818842
Patent Number:	8537982
Patent Number:	8209261
Patent Number:	8086488
Patent Number:	7783575
Patent Number:	7388551
Patent Number:	7350753
Patent Number:	7068235
Application Number:	14467575
Application Number:	12839158
Application Number:	15018581
Application Number:	13532552
CORRESPONDENCE DATA	
Fax Number:	(212)735-2000
<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:	212-735-2811
Email:	mribando@skadden.com
Correspondent Name:	SKADDEN, ARPS, SLATE, MEAGHER & FLOM
Address Line 1:	FOUR TIMES SQUARE

PATENT

Address Line 2:	MONIQUE L. RIBANDO
Address Line 4:	NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000.1507
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NAME OF SUBMITTER:	JENNA SKOLLER
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SIGNATURE:	/Jenna Skoller/
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DATE SIGNED:	07/29/2016
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Total Attachments: 6

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FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of July 27, 2016 (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 Morgan Stanley Senior Funding, Inc., 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 First Lien Security Agreement, dated as of July 1, 2015, as amended by that certain Amendment No. 1 to First Lien Security Agreement, dated as of the date hereof and as supplemented by that certain Security Agreement Supplement, dated as of the date hereof (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 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 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 or to 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 “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

- (i) all Patents, including those listed on Schedule A hereto,
- (ii) renewals, extensions and continuations thereof,
- (iii) 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
- (iv) rights to sue for past, present or future infringements or violations thereof, in each case whether such Patent is owned or licensed.

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 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 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 PATENT SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent 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 Patent 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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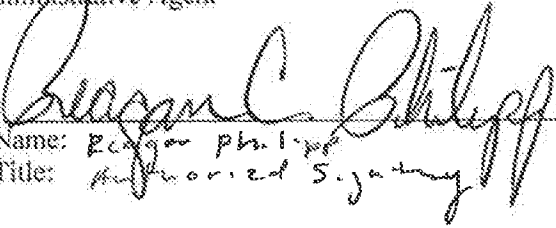
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL EAGLE ENTERTAINMENT INC.,
as a Grantor

By: 
Name: David Davis
Title: Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Administrative Agent

By:


Name: E. C. Phillips
Title: Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Global Eagle Entertainment Inc.	System and Method for Integrated Trip Planning Based on Fixed and Flexible Itinerary Components	13/436,734	March 30, 2012	9,255,809	February 9, 2016
Global Eagle Entertainment Inc.	Method and Apparatus for Defining, Distributing and Redeeming SMS and MMS Coupons	13/333,698	December 21, 2011	8,818,842	August 26, 2014
Global Eagle Entertainment Inc.	System for Synchronizing Telephones and Electronic Displays	12/106,880	April 21, 2009	8,537,982	September 17, 2013
Global Eagle Entertainment Inc.	Method and Apparatus for Connecting a Network of Electronic Signs	12/845,572	July 28, 2010	8,209,261	June 26, 2012
Global Eagle Entertainment Inc.	Method and Apparatus for Defining, Distributing and Redeeming SMS and MMS Coupons	11/681,101	March 1, 2007	8,086,488	December 27, 2011
Global Eagle Entertainment Inc.	Method and Apparatus for Connecting a Network of Electronic Signs	11/673,502	February 9, 2007	7,783,575	August 24, 2010
Global Eagle Entertainment Inc.	Antenna System	11/426,901	June 27, 2006	7,388,551	June 17, 2008
Global Eagle Entertainment Inc.	RF Shielding for Aircraft	11/187,062	July 21, 2005	7,350,753	April 1, 2008

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Global Eagle Entertainment Inc.	Antenna System	10/900,020	July 26, 2004	7,068,235	June 27, 2006
Global Eagle Entertainment, Inc.	Method and Apparatus for Connecting a Network of Electronic Signs	13/532,552	June 25, 2012	N/A	N/A
Global Eagle Entertainment Inc.	Method and Apparatus for Defining, Distributing and Redeeming SMS and MMS Coupons	14/467,575	August 25, 2014	N/A	N/A
Global Eagle Entertainment Inc.	Method and Apparatus for Virtual Goods Storefront	12/839,158	July 19, 2010	N/A	N/A
Global Eagle Entertainment Inc.	System and Method for Integrated Trip Planning Based on Fixed and Flexible Itinerary Components	15/018,581	February 8, 2016	N/A	N/A