

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4216973

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MORGAN STANLEY SENIOR FUNDING, INC.	01/06/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GLOBAL EAGLE ENTERTAINMENT INC.
<b>Street Address:</b>	4553 GLENCOE AVENUE
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90292
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
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:	13532552
Application Number:	14467575
Application Number:	12839158
Application Number:	15018581
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	212-735-2811
<b>Email:</b>	mrribando@skadden.com

<b>Correspondent Name:</b>	SKADDEN, ARPS, SLATE, MEAGHER & FLOM
<b>Address Line 1:</b>	FOUR TIMES SQUARE
<b>Address Line 2:</b>	MONIQUE L. RIBANDO
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	525360/1757
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<b>NAME OF SUBMITTER:</b>	OREN EPSTEIN
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<b>SIGNATURE:</b>	/OE/
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<b>DATE SIGNED:</b>	01/09/2017
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**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of January 6, 2017 by Morgan Stanley Senior Funding, Inc., located at 1585 Broadway, New York, 4<sup>th</sup> Floor, NY, 10036, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Assignor”) in favor of Global Eagle Entertainment Inc., a Delaware corporation, located at 4553 Glencoe Avenue, Suite 300, Los Angeles, CA 90292 (the “Assignee”).

### W I T N E S S E T H:

WHEREAS, the Assignee is party to that certain 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 July 27, 2016 and as supplemented by that certain Security Agreement Supplement, dated as of July 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Assignee and the other grantors party thereto and the Assignor, pursuant to which the Assignee granted a security interest to the Assignor in the Patent Collateral;

WHEREAS, the Assignor and Assignee are party to that certain First Lien Patent Security Agreement, dated as of July 27, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “Patent Security Agreement”);

WHEREAS, pursuant to the Patent Security Agreement, as security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Assignee pledged to the Assignor, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to the Assignor, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Assignee’s right, title and interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by the Assignee or in which the Assignee then had or at any time thereafter may have acquired any right, title or interest (collectively, the “Patent Collateral”):

- (i) all Patents, including those listed on Schedule A hereto;
- (ii) renewals, extensions and continuations thereof;
- (iii) income, fees, royalties, damages, claims and payments then and thereafter 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;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on July 29, 2016, at Reel/Frame 039296/0782; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate, release, and discharge fully its security interest in, all right, title and interest in and to the Patent

Collateral, including, without limitation, the Patents set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

Section 1. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Security Agreement.

Section 2. Release of Security Interest. The Assignor hereby terminates, releases and discharges fully, without recourse to or representation or warranty by the Assignor, its security interest in, all right, title and interest in or to the Patent Collateral, including, without limitation, the Patents on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Patent Collateral to the Assignee.

Section 3. Recordation. The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Patent Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

Section 4. Further Assurances. The Assignor hereby agrees to execute and deliver to the Assignee all termination statements, releases and similar documents that the Assignee (or its respective agent or designee) shall reasonably request in order to confirm this Release and the Assignee's right, title, and interest in or to the Patent Collateral, at the Assignee's sole cost and expense.

Section 5. Governing Law. **THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.**

Section 6. Counterparts: This Release 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Release of Security Interest in Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

Morgan Stanley Senior Funding, Inc.,  
as the Assignor

By: [Signature]

Name: Lisa Hansen

Title: Authorized Signatory

[Signature Page to Release Of Patent Security Interest]

**SCHEDULE A**  
**to**  
**RELEASE OF SECURITY INTEREST IN PATENTS**

**PATENTS AND PATENT APPLICATIONS**

Grantor	Title	Application No.	Filing	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

Grantor	Title	Application No.	Filing	Patent No.	Issue Date
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
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