

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4888447

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
GLOBAL EAGLE ENTERTAINMENT INC.	03/27/2018

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 67

Property Type	Number
Patent Number:	7945167
Patent Number:	8823517
Patent Number:	8514069
Patent Number:	8730103
Patent Number:	8824751
Patent Number:	8995558
Patent Number:	9042911
Patent Number:	9106810
Patent Number:	9100089
Patent Number:	8885756
Patent Number:	8891660
Patent Number:	9178606
Patent Number:	9159212
Patent Number:	9078105
Patent Number:	9210102
Patent Number:	9209985
Patent Number:	9185603
Patent Number:	9184925
Patent Number:	9160801

PATENT

Property Type	Number
Patent Number:	9112578
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
Patent Number:	9489678
Patent Number:	9300706
Patent Number:	9431701
Patent Number:	9461971
Patent Number:	9287966
Patent Number:	7729657
Patent Number:	8238817
Patent Number:	7522877
Patent Number:	8346162
Patent Number:	8285203
Patent Number:	8340574
Patent Number:	7907894
Patent Number:	8335468
Patent Number:	8384758
Patent Number:	8879982
Patent Number:	8954600
Patent Number:	9130644
Patent Number:	9462420
Patent Number:	8184974
Patent Number:	8659990
Patent Number:	9118547
Patent Number:	9532082
Patent Number:	8424045
Patent Number:	8416698
Patent Number:	9036487
Patent Number:	9344351
Patent Number:	8487483
Patent Number:	8689264

Property Type	Number
Patent Number:	9043846
Patent Number:	9158185
Patent Number:	9661059
Patent Number:	9775191
Patent Number:	9900047
Patent Number:	9609550
Patent Number:	9615293
Patent Number:	9794325
Patent Number:	9578103
Patent Number:	9900062

CORRESPONDENCE DATA

Fax Number:

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.

Email: mcastle@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: MATTHEW CASTLE

Address Line 1: PAUL WEISS RIFKIND WHARTON & GARRISON LLP

Address Line 2: 1285 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21188-021
NAME OF SUBMITTER:	MATTHEW CASTLE
SIGNATURE:	/Matthew Castle/
DATE SIGNED:	03/28/2018

Total Attachments: 11

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of March 27, 2018 (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 Cortland Capital Market Services LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 27, 2018 (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 Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral 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 Collateral 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 Note Obligations, including the obligations arising pursuant to the Guaranty Agreement, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral 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:

1. all Patents, including those listed on Schedule A hereto,
2. renewals, extensions and continuations thereof,
3. 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
4. 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 Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Note Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Collateral 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.

SECTION 8. INTERCREDITOR AND SUBORDINATION AGREEMENT

Notwithstanding anything herein to the contrary, the priority of the Liens and the security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject in all respects to the provisions of the Intercreditor and Subordination Agreement. In the event of any conflict between the terms of the Intercreditor and Subordination Agreement and this Agreement with respect to the priority of the Liens and the security Interest granted to the Collateral Agent pursuant to this Agreement or with respect to the exercise of any right or remedy by the Collateral Agent hereunder, the terms of the Intercreditor and Subordination Agreement shall govern and control.

[Remainder of page intentionally left blank]

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 Grantor

By: DocuSigned by:
Paul Rainey
Name: Paul Rainey
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 045757 FRAME: 0170

**CORTLAND CAPITAL MARKET
SERVICES LLC,**
as the Collateral Agent

By: 
Name: Jonathan Kirschmeier
Title: Associate Counsel

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 045757 FRAME: 0171**

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Registered:

Owner	Patent Number	Description
Global Eagle Entertainment Inc.	7,945,167	PREVENTING MOBILE COMMUNICATIONS IN A QUIET ZONE USING ARTIFICIALLY IMPOSED SIGNAL TIME DELAY
Global Eagle Entertainment Inc.	8,823,517	TRACKING PASSENGERS ON CRUISE SHIPS
Global Eagle Entertainment Inc.	8,514,069	TRACKING PASSENGERS ON CRUISE SHIPS
Global Eagle Entertainment Inc.	8,730,103	DUAL ANTENNA TRANSFER SWITCH SYSTEM, METHOD AND APPARATUS
Global Eagle Entertainment Inc.	8,824,751	DIGITAL PHOTOGRAPH GROUP EDITING AND ACCESS
Global Eagle Entertainment Inc.	8,995,558	ONBOARD ACTIVITY INFLUENCED MULTI-ANTENNA PAIRING SYSTEM FOR MOBILE COMMUNICATION PLATFORM
Global Eagle Entertainment Inc.	9,042,911	DYNAMICALLY RECONFIGURED GEO-FENCE BOUNDARIES
Global Eagle Entertainment Inc.	9,106,810	MARITIME SAFETY SYSTEMS FOR CREW AND PASSENGERS
Global Eagle Entertainment Inc.	9,100,089	ROAMING CONTENT CACHE UPDATE AND REPORTING SYSTEM
Global Eagle Entertainment Inc.	8,885,756	MULTI-ANTENNA/MULTILINK DIVERSITY MANAGEMENT FOR MOBILE COMMUNICATION PLATFORM
Global Eagle Entertainment Inc.	8,891,660	ONBOARD ACTIVITY INFLUENCED MULTI-ANTENNA PAIRING SYSTEM FOR MOBILE COMMUNICATION PLATFORM
Global Eagle Entertainment Inc.	9,178,606	WIFI COORDINATION OF SATELLITE CHANNELS BETWEEN MOVING VESSELS
Global Eagle Entertainment Inc.	9,159,212	TRACKING PASSENGERS ON CRUISE SHIPS

Global Eagle Entertainment Inc.	9,078,105	EVENT LOGGING AND REPLAY SYSTEM AND PROCESS FOR MOBILE COMMUNICATION PLATFORM
Global Eagle Entertainment Inc.	9,210,102	SYSTEM TO ENABLE PRIORITY BANDWIDTH FOR PARTICULAR IP ADDRESSES DURING LIMITED DURATION EVENT
Global Eagle Entertainment Inc.	9,209,985	ASSOCIATION OF DIVERSE APPLICATION LOGIC ACROSS MULTIPLE DISTINCT DEVICES WITH PRIORITY BANDWIDTH CHANNEL
Global Eagle Entertainment Inc.	9,185,603	DYNAMICALLY RECONFIGURING SATELLITE POOLS OF BANDWIDTH BASED ON REAL-TIME AND PREDETERMINED FACTORS
Global Eagle Entertainment Inc.	9,184,925	LOCAL EVENT OVERLAYS TO GLOBAL SOCIAL MEDIA NETWORK
Global Eagle Entertainment Inc.	9,160,801	LOCAL EVENT OVERLAYS TO GLOBAL SOCIAL MEDIA NETWORK
Global Eagle Entertainment Inc.	9,112,578	DATA ARCHIVE FROM ISOLATED LOCATIONS
Global Eagle Entertainment Inc.	9,255,809	SYSTEM AND METHOD FOR INTEGRATED TRIP PLANNING BASED ON FIXED AND FLEXIBLE ITINERARY COMPONENTS
Global Eagle Entertainment Inc.	8,818,842	METHOD AND APPARATUS FOR DEFINING, DISTRIBUTING AND REDEEMING SMS AND MMS COUPONS
Global Eagle Entertainment Inc.	8,537,982	SYSTEM FOR SYNCHRONIZING TELEPHONES AND ELECTRONIC DISPLAYS
Global Eagle Entertainment Inc.	8,209,261	METHOD AND APPARATUS FOR CONNECTING A NETWORK OF ELECTRONIC SIGNS
Global Eagle Entertainment Inc.	8,086,488	METHOD AND APPARATUS FOR DEFINING, DISTRIBUTING AND REDEEMING SMS AND MMS COUPONS
Global Eagle Entertainment Inc.	7,783,575	METHOD AND APPARATUS FOR CONNECTING A NETWORK OF ELECTRONIC SIGNS
Global Eagle Entertainment Inc.	7,388,551	ANTENNA SYSTEM
Global Eagle Entertainment Inc.	7,350,753	RF SHIELDING FOR AIRCRAFT
Global Eagle Entertainment Inc.	7,068,235	ANTENNA SYSTEM
Global Eagle Entertainment Inc.	9,489,678	METHOD AND APPARATUS FOR CONNECTING A NETWORK OF ELECTRONIC SIGNS

Global Eagle Entertainment Inc.	9,300,706	DIGITAL PHOTOGRAPH GROUP EDITING AND ACCESS
Global Eagle Entertainment Inc.	9,431,701	DUAL ANTENNA TRANSFER SWITCH SYSTEM, METHOD AND APPARATUS
Global Eagle Entertainment Inc.	9,461,971	OPTIONAL COMPRESSION OF SECURE NETWORK TRAFFIC
Global Eagle Entertainment Inc.	9,287,966	WIFI COORDINATION OF SATELLITE CHANNELS BETWEEN MOVING VESSELS
Global Eagle Entertainment Inc.	7,729,657	NOISE REDUCTION SYSTEM AND METHOD THEREOF
Global Eagle Entertainment Inc.	8,238,817	NOISE REDUCTION SYSTEM AND METHOD THEREOF
Global Eagle Entertainment Inc.	7,522,877	NOISE REDUCTION SYSTEM AND METHOD THEREOF
Global Eagle Entertainment Inc.	8,346,162	SYSTEM AND METHOD FOR REDUCING VSAT APERTURES VIA SATELLITE MIMO
Global Eagle Entertainment Inc.	8,285,203	SYSTEM AND METHOD FOR ENABLING ULTRA SMALL APERTURE COMMUNICATION ANTENNA USING SPECTRAL REPLICATION AND COHERENT FREQUENCY AND PHASE COMBINING
Global Eagle Entertainment Inc.	8,340,574	SYSTEM AND METHOD FOR ENABLING ULTRA SMALL APERTURE COMMUNICATION ANTENNA USING SPECTRAL REPLICATION AND COHERENT FREQUENCY AND PHASE COMBINING
Global Eagle Entertainment Inc.	7,907,894	SYSTEM AND METHOD FOR ENABLING ULTRA SMALL APERTURE COMMUNICATION ANTENNA USING SPECTRAL REPLICATION AND COHERENT FREQUENCY AND PHASE COMBINING
Global Eagle Entertainment Inc.	8,335,468	SHORT-PERIODICITY CARRIER ACQUISITION FOR SATCOM INTERFERENCE CANCELLATION
Global Eagle Entertainment Inc.	8,384,758	VIDEO MANAGEMENT SYSTEM OVER SATELLITE
Global Eagle Entertainment Inc.	8,879,982	AUTOMATIC UPLINK POWER CONTROL IN INTERFERENCE CANCELLATION BASED SPECTRAL REUSE
Global Eagle Entertainment Inc.	8,954,600	SYSTEM AND METHOD FOR ZERO

		LATENCY BROWSING
Global Eagle Entertainment Inc.	9,130,644	POWER BOOSTER IN AN MEO SETTING
Global Eagle Entertainment Inc.	9,462,420	DYNAMICALLY RECONFIGURED GEO-FENCE BOUNDARIES
Global Eagle Entertainment Inc.	8,184,974	FIBER-TO-SEAT (FTTS) FIBER DISTRIBUTION SYSTEM
Global Eagle Entertainment Inc.	8,659,990	SERIAL NETWORKING FIBER-TO-THE-SEAT INFLIGHT ENTERTAINMENT SYSTEM
Global Eagle Entertainment Inc.	9,118,547	SERIAL NETWORKING FIBER-TO-THE-SEAT INFLIGHT ENTERTAINMENT SYSTEM
Global Eagle Entertainment Inc.	9,532,082	SERIAL NETWORKING FIBER-TO-THE-SEAT INFLIGHT ENTERTAINMENT SYSTEM
Global Eagle Entertainment Inc.	8,424,045	VIDEO DISPLAY UNIT DOCKING ASSEMBLY FOR FIBER-TO-THE-SCREEN INFLIGHT ENTERTAINMENT SYSTEM
Global Eagle Entertainment Inc.	8,416,698	SERIAL NETWORKING FIBER OPTIC INFLIGHT ENTERTAINMENT SYSTEM NETWORK CONFIGURATION
Global Eagle Entertainment Inc.	9,036,487	SERIAL NETWORKING FIBER OPTIC INFLIGHT ENTERTAINMENT SYSTEM NETWORK CONFIGURATION
Global Eagle Entertainment Inc.	9,344,351	INFLIGHT ENTERTAINMENT SYSTEM NETWORK CONFIGURATIONS
Global Eagle Entertainment Inc.	8,487,483	INFLIGHT ENTERTAINMENT SYSTEM POWER PROVISIONING
Global Eagle Entertainment Inc.	8,689,264	SEAT END PROGRAM CACHE UPDATES FOR INFLIGHT ENTERTAINMENT SYSTEM
Global Eagle Entertainment Inc.	9,043,846	INFLIGHT ENTERTAINMENT SYSTEM WITH SELECTIVELY PRELOADED SEAT END VIDEO CACHES
Global Eagle Entertainment Inc.	9,158,185	PERSONAL INTERACTIVE OVERHEAD PROJECTION INFLIGHT ENTERTAINMENT SYSTEM
Global Eagle Entertainment Inc.	9,661,059	SYSTEM AND METHOD FOR ZERO LATENCY BROWSING
Global Eagle Entertainment Inc.	9,775,191	PHYSICAL LAYER HAND-OFF AND DIVERSITY COMBINING IN NON-GEOSTATIONARY SATELLITE CONSTELLATION
Global Eagle Entertainment Inc.	9,900,047	MULTI-CHANNEL SPREAD

		SPECTRUM RETURN CHANNEL FOR ULTRA SMALL APERTURE TERMINALS (USATS)
Global Eagle Entertainment Inc.	9,609,550	CONFIGURING WAN BACKLINK BANDWIDTH FOR A MOBILE COMMUNICATION PLATFORM BASED ON REAL-TIME AND PREDETERMINED FACTORS
Global Eagle Entertainment Inc.	9,615,293	SYSTEM TO FORM AND MANAGE BONDED CHANNEL COMPRISING SATELLITE AND WIFI BANDWIDTH
Global Eagle Entertainment Inc.	9,794,325	POST IT NOW CONTENT PROMOTION ABOARD A MOBILE COMMUNICATION PLATFORM
Global Eagle Entertainment Inc.	9,578,103	CROWD SOURCED CONTENT FOR LOCAL SOCIAL MEDIA CONTEXT ABOARD A MOBILE COMMUNICATIONS PLATFORM
Global Eagle Entertainment Inc.	9,900,062	ONBOARD ACTIVITY INFLUENCED MULTI-ANTENNA PAIRING SYSTEM FOR MOBILE COMMUNICATION PLATFORM

Applications:

Owner	Application Number	Description
Global Eagle Entertainment Inc.	14/262,498	CONTENT CACHE PLACEMENT BY PREPURCHASE FOR LIMITED DURATION EVENT
Global Eagle Entertainment Inc.	14/263,782	SYSTEM AND PROCESS FOR FORMING SOCIAL MEDIA GROUP DURING A LIMITED DURATION EVENT
Global Eagle Entertainment Inc.	14/248,982	SYSTEM TO APPLY TIPPING CREDITS TO SERVICE PERSONNEL
Global Eagle Entertainment Inc.	14/328,400	MODIFICATION OF APPLICATION LOGIC ABOARD A MOVING VESSEL ACCORDING TO COMMUNICATION LATENCY
Global Eagle Entertainment Inc.	14/170,519	FACTORS MODIFICATION OF APPLICATION LOGIC ABOARD A MOVING VESSEL ACCORDING TO COMMUNICATION LATENCY FACTORS
Global Eagle Entertainment Inc.	14/475,352	ITINERARY-BASED PROMOTIONAL SYSTEMS AND METHODS
Global Eagle Entertainment Inc.	14/262,440	CONTENT CACHE PLACEMENT BY PREPURCHASE FOR LIMITED DURATION EVENT
Global Eagle Entertainment Inc.	13/969,614	REAL TIME DATA METER
Global Eagle Entertainment Inc.	12/839,158	METHOD AND APPARATUS FOR VIRTUAL GOODS STOREFRONT
Global Eagle Entertainment Inc.	15/018,581	SYSTEM AND METHOD FOR INTEGRATED TRIP PLANNING BASED ON FIXED AND FLEXIBLE ITINERARY COMPONENTS
Global Eagle Entertainment Inc.	14/170,523	ASSOCIATION OF DIVERSE APPLICATION LOGIC ACROSS MULTIPLE DISTINCT DEVICES WITH PRIORITY BANDWIDTH CHANNEL
Global Eagle Entertainment Inc.	11/961,913	NOISE REDUCTION SYSTEM AND METHOD THEREOF
Global Eagle Entertainment Inc.	15/138,874	NETWORK COMMUNICATION SYSTEM AND METHOD WITH WEB PUSH PROTOCOL
Global Eagle Entertainment Inc.	15/141,552	LOOPBACK SATELLITE TRANSPONDER PRE-DISTORTER
Global Eagle Entertainment Inc.	15/581,648	SYSTEM AND METHOD FOR ZERO LATENCY BROWSING
Global Eagle Entertainment Inc.	15/686,602	INTELLIGENT ROUTER
Global Eagle Entertainment Inc.	62/501,236	IMPROVED FLOW CONTROL FOR

	DUAL ENDED TCP PERFORMANCE ENHANCEMENT PROXIES
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