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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

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**Gogo Inc.**

(Name of Issuer)

**Common Stock**

(Title of Class of Securities)

**38046C 109**

(CUSIP Number)

**Christopher P. Minnetian  
Ripplewood Investments L.L.C.  
One Rockefeller Plaza  
New York, New York 10020  
(212) 582-6700**

*with a copy to*

**Matthew E. Kaplan, Esq.  
Debevoise & Plimpton LLP  
919 Third Avenue  
New York, NY 10022  
212-909-6000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**June 26, 2013**

(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1. Name of Reporting Person</b>	
AC Acquisition I, LLC	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>	
WC	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>	
Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>
	19,745,497
	<b>8. Shared Voting Power</b>
	0
	<b>9. Sole Dispositive Power</b>
	19,745,497
	<b>10. Shared Dispositive Power</b>
	0
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	19,745,497
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input checked="" type="checkbox"/> (1)
<b>13. Percent of Class Represented by Amount in Row (11)</b>	23.3%
<b>14. Type of Reporting Person</b>	OO

(1) AC Acquisition I, LLC disclaims beneficial ownership of the securities shown as beneficially owned by AC Acquisition II, LLC and this Statement shall not be deemed an admission that it is the beneficial owner of such securities for purposes of Section 13 or for any other purpose.

<b>1. Name of Reporting Person</b>	
Ripplewood Partners II, L.P.	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>  OO	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>  Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>  0
	<b>8. Shared Voting Power</b>  19,745,497
	<b>9. Sole Dispositive Power</b>  0
	<b>10. Shared Dispositive Power</b>  19,745,497
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	19,745,497
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input checked="" type="checkbox"/> (1)
<b>13. Percent of Class Represented by Amount in Row (11)</b>	23.3%
<b>14. Type of Reporting Person</b>	PN

(1) Ripplewood Partners II, L.P. disclaims beneficial ownership of the securities shown as beneficially owned by AC Acquisition II, LLC and this Statement shall not be deemed an admission that it is the beneficial owner of such securities for purposes of Section 13 or for any other purpose.

<b>1. Name of Reporting Person</b>	
AC Acquisition II, LLC	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>	
WC	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>	
Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>
	7,894,131
	<b>8. Shared Voting Power</b>
	0
	<b>9. Sole Dispositive Power</b>
	7,894,131
	<b>10. Shared Dispositive Power</b>
	0
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	7,894,131
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input checked="" type="checkbox"/> (1)
<b>13. Percent of Class Represented by Amount in Row (11)</b>	9.3%
<b>14. Type of Reporting Person</b>	OO

(1) AC Acquisition II, LLC disclaims beneficial ownership of the securities shown as beneficially owned by AC Acquisition I, LLC and this Statement shall not be deemed an admission that it is the beneficial owner of such securities for purposes of Section 13 or for any other purpose.

<b>1. Name of Reporting Person</b>	
Ripplewood Partners II Parallel Fund, L.P.	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>  OO	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>  Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>  0
	<b>8. Shared Voting Power</b>  7,894,131
	<b>9. Sole Dispositive Power</b>  0
	<b>10. Shared Dispositive Power</b>  7,894,131
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	7,894,131
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input checked="" type="checkbox"/> (1)
<b>13. Percent of Class Represented by Amount in Row (11)</b>	9.3%
<b>14. Type of Reporting Person</b>	PN

(1) Ripplewood Partners II Parallel Fund, L.P. disclaims beneficial ownership of the securities shown as beneficially owned by AC Acquisition I, LLC and this Statement shall not be deemed an admission that it is the beneficial owner of such securities for purposes of Section 13 or for any other purpose.

<b>1. Name of Reporting Person</b>	
Ripplewood Partners II G.P., L.P.	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>  OO	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>  Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>  0
	<b>8. Shared Voting Power</b>  27,639,628
	<b>9. Sole Dispositive Power</b>  0
	<b>10. Shared Dispositive Power</b>  27,639,628
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	27,639,628
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input type="checkbox"/>
<b>13. Percent of Class Represented by Amount in Row (11)</b>	32.5%
<b>14. Type of Reporting Person</b>	PN

<b>1. Name of Reporting Person</b>	
RP II GP, LLC	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>	
OO	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>	
Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>
	0
	<b>8. Shared Voting Power</b>
	27,639,628
	<b>9. Sole Dispositive Power</b>
	0
	<b>10. Shared Dispositive Power</b>
	27,639,628
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	27,639,628
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input type="checkbox"/>
<b>13. Percent of Class Represented by Amount in Row (11)</b>	32.5%
<b>14. Type of Reporting Person</b>	OO

<b>1. Name of Reporting Person</b>	
Collins Family Partners, L.P.	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>	
OO	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>	
Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>
	0
	<b>8. Shared Voting Power</b>
	27,639,628
	<b>9. Sole Dispositive Power</b>
	0
	<b>10. Shared Dispositive Power</b>
	27,639,628
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	27,639,628
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input type="checkbox"/>
<b>13. Percent of Class Represented by Amount in Row (11)</b>	32.5%
<b>14. Type of Reporting Person</b>	PN



<b>1. Name of Reporting Person</b>	
Collins Family Partners, Inc.	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>	
OO	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>	
Delaware	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>
	0
	<b>8. Shared Voting Power</b>
	27,639,628
	<b>9. Sole Dispositive Power</b>
	0
	<b>10. Shared Dispositive Power</b>
	27,639,628
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	27,639,628
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input type="checkbox"/>
<b>13. Percent of Class Represented by Amount in Row (11)</b>	32.5%
<b>14. Type of Reporting Person</b>	CO

<b>1. Name of Reporting Person</b>	
Timothy C. Collins	
<b>2. Check the Appropriate Box if a Member of a Group</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3. SEC Use Only</b>	
<b>4. Source of Funds</b>	
OO	
<b>5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)</b>	
<b>6. Citizenship or Place of Organization</b>	
U.S.A.	
<b>Number of Shares Beneficially Owned By Each Reporting Person With</b>	<b>7. Sole Voting Power</b>
	0
	<b>8. Shared Voting Power</b>
	27,639,628
	<b>9. Sole Dispositive Power</b>
	0
	<b>10. Shared Dispositive Power</b>
	27,639,628
<b>11. Aggregate Amount Beneficially Owned by Each Reporting Person</b>	27,639,628
<b>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares</b>	<input type="checkbox"/>
<b>13. Percent of Class Represented by Amount in Row (11)</b>	32.5%
<b>14. Type of Reporting Person</b>	IN

**Item 1 Security and Issuer**

Common stock, par value \$0.0001 per share

Gogo Inc. (the "Issuer")  
1250 N. Arlington Heights Road, Suite 500  
Itasca, IL 60143

**Item 2 Identity and Background**

(a), (b), (c) This Statement on Schedule 13D (this "Statement"), is being filed jointly by (i) AC Acquisition I, LLC, a Delaware limited liability company ("AC I"); (ii) Ripplewood Partners II, L.P., a Delaware limited partnership; (iii) AC Acquisition II, LLC, a Delaware limited liability company ("AC II" and together with AC I, the "Ripplewood Investors"); (iv) Ripplewood Partners II Parallel Fund, L.P., a Delaware limited partnership; (v) Ripplewood Partners II G.P., L.P., a Delaware limited partnership; (vi) RP II GP, LLC, a Delaware limited liability company; (vii) Collins Family Partners, L.P., a Delaware limited partnership; (viii) Collins Family Partners, Inc., a Delaware corporation; and (ix) Timothy C. Collins, a United States citizen. Each person filing this statement is referred to herein as a "Reporting Person" and collectively as the "Reporting Persons."

The business address and principal office of each Reporting Person is One Rockefeller Plaza, 32nd Floor New York, NY 10020.

AC I is a limited liability company formed for investment purposes, and its sole member is Ripplewood Partners II, L.P., a private investment fund, the general partner of which is Ripplewood Partners II G.P., L.P., the general partner of which is RP II GP, LLC, the sole member of which is Collins Family Partners, L.P., which is managed by its general partner, Collins Family Partners, Inc. AC II is a limited liability company formed for investment purposes, which is managed by Ripplewood Partners II Parallel Fund, L.P., a private investment fund, the general partner of which is Ripplewood Partners II G.P., L.P., the general partner of which is RP II GP, LLC, the sole member of which is Collins Family Partners, L.P., which is managed by its general partner, Collins Family Partners, Inc. Mr. Collins is the president and sole shareholder of Collins Family Partners, Inc.

Information with respect to each Reporting Person is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of information by another Reporting Person.

(d) No Reporting Person, during the last five years, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, during the last five years, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3 Source and Amount of Funds or Other Consideration**

Prior to the consummation of the Issuer's initial public offering on June 26, 2013 (the "IPO"), from December 31, 2009 through June 30, 2011, AC I acquired an aggregate of (i) 2,227.14 shares of Class A Senior Convertible Preferred Stock, (ii) 7,447.27 shares of Class B Senior Convertible Preferred Stock, (iii) 6,246.40 shares of Junior Convertible Preferred Stock, and (iv) 1,378,833.40 shares of Common Stock, and AC II acquired an aggregate of (i) 839.52 shares of Class A Senior Convertible Preferred Stock, (ii) 2,874.31 shares of Class B Senior Convertible Preferred Stock, (iii) 2,665.47 shares of Junior Convertible Preferred Stock, and (iv) 587,959.02 shares of Common Stock. The Ripplewood Investors acquired such shares through cash investment from working capital and through the conversion of other previously-acquired securities. All such previously-acquired securities were acquired through cash investment from working capital.

Upon the consummation of the Issuer's IPO, the shares of preferred stock mandatorily converted to shares of common stock as follows:

- Each share of Class A Senior Convertible Preferred Stock issued on July 1, 2010 and January 28, 2011 converted into a number of shares of common stock equal to (i) the applicable stated capital of each such share of Class A Senior Convertible Preferred Stock multiplied by (ii) 2, and divided by (iii) \$17.00, the IPO price.
- Each share of Class A Senior Convertible Preferred Stock issued on June 30, 2011 converted into a number of shares of common stock equal to the applicable stated capital of each such share Class A Senior Convertible Preferred Stock divided by the conversion price of \$9.7087.
- Each share of Class B Senior Convertible Preferred Stock converted into a number of shares of common stock equal to the applicable stated capital of each share of Class B Senior Convertible Preferred Stock divided by the conversion price of \$9.7087.
- Each share of Junior Convertible Preferred Stock converted into a number of shares of common stock equal to the applicable stated capital of each share of Junior Convertible Preferred Stock divided by the conversion price of \$10.4369.

The shares of preferred stock were entitled to dividends accrued through the consummation of the IPO, which have been satisfied by increasing the applicable stated capital. The shares of common stock issued on conversion reflect accrued dividends added to stated capital and other adjustments. Fractional shares of common stock are settled in cash. The information in this Statement reflects a 103-for-1 stock split of the Issuer's shares of common stock on June 17, 2013.

#### **Item 4 Purpose of Transaction**

The Ripplewood Investors acquired the shares of common stock reported herein for general investment purposes, and may elect to sell such shares in the ordinary course of business. The Reporting Persons intend to re-examine their investment from time to time and, depending on prevailing market conditions, other investment opportunities, liquidity requirements or other investment considerations the Reporting Persons deem material, the Reporting Persons may from time to time acquire additional securities of the Issuer or dispose all or a portion of the Issuer's securities, in each case in open market or privately negotiated transactions, and/or enter into derivative transactions with institutional counterparties with respect to the Issuer's securities.

Mr. Collins and three employees of an affiliate of the Reporting Persons are members of the board of directors of the Issuer. In addition, the Reporting Persons may engage in discussions with management, the Issuer's board of directors, other stockholders of the Issuer and other relevant parties concerning the business, operations, board composition, management, strategy and future plans of the Issuer.

The Reporting Persons reserve the right to increase or decrease their investment in the Issuer's securities on such terms and at such times as they may decide and to change their intentions with respect to their investment in the Issuer's securities, and there can be no assurance as to when, over what period of time, or to what extent they may decide to do so.

Except as described herein, the Reporting Persons have no present plans or proposals that relate to or would result in any of the actions described in Item 4(a) through (j) of Schedule 13D.

**Item 5 Interest in Securities of the Issuer**

The information contained in Items 3 and 6 of this Statement is incorporated by reference herein.

(a) and (b). The responses of each of the Reporting Persons with respect to Rows 11, 12 and 13 of the cover pages of this Statement that relate to the aggregate number and percentage of shares of Common Stock (including but not limited to footnotes to such information) are incorporated herein by reference.

The responses of each of the Reporting Persons with respect to Rows 7, 8, 9 and 10 of the cover pages of this Statement that relate to the number of shares of Common Stock as to which each of the persons or entities referenced in Item 2 above has sole or shared power to vote or to direct the vote and sole or shared power to dispose or to direct the disposition (including but not limited to footnotes to such information) are incorporated herein by reference.

AC I is a limited liability corporation and its sole member is Ripplewood Partners II, L.P., the general partner of which is Ripplewood Partners II GP, L.P., the general partner of which is RP II GP, LLC, the sole member of which is Collins Family Partners, L.P., which is managed by its general partner, Collins Family Partners, Inc. Each of Ripplewood Partners II, L.P., Ripplewood Partners II G.P., L.P., RP II GP, LLC, Collins Family Partners, L.P., and Collins Family Partners, Inc. disclaims beneficial ownership of the securities owned by AC I except to the extent of its pecuniary interest. Mr. Collins, as the president and sole shareholder of Collins Family Partners, Inc., may be deemed to share beneficial ownership of the shares shown as beneficially owned by AC I. Mr. Collins disclaims such beneficial ownership, except to the extent of any pecuniary interest, and this Statement shall not be deemed an admission that he is the beneficial owner of such securities for purposes of Section 13 or for any other purpose. Each of AC II and Ripplewood Partners II Parallel Fund, L.P. disclaims beneficial ownership of the securities shown as beneficially owned by AC I and this Statement shall not be deemed an admission that it is the beneficial owner of such securities for purposes of Section 13 or for any other purpose.

AC II is a limited liability company which is managed by Ripplewood Partners II Parallel Fund, L.P., the general partner of which is Ripplewood Partners II G.P., L.P., the general partner of which is RP II GP, LLC, the sole member of which is Collins Family Partners, L.P., which is managed by its general partner, Collins Family Partners, Inc. Each of Ripplewood Partners II Parallel Fund, L.P., Ripplewood Partners II G.P., L.P., RP II GP, LLC, Collins Family Partners, L.P. and Collins Family Partners, Inc. disclaims beneficial ownership of the securities owned by AC II except to the extent of its pecuniary interest. Mr. Collins, as the president and sole shareholder of Collins Family Partners, Inc., may be deemed to share beneficial ownership of the shares shown as beneficially owned by AC II. Mr. Collins disclaims such beneficial ownership, except to the extent of any pecuniary interest, and this Statement shall not be deemed an admission that he is the beneficial owner of such securities for purposes of Section 13 or for any other purpose. Each of AC I and Ripplewood Partners II, L.P. disclaims beneficial ownership of the securities shown as beneficially owned by AC II and this Statement shall not be deemed an admission that it is the beneficial owner of such securities for purposes of Section 13 or for any other purpose.

The aggregate percentage of shares of common stock reported as beneficially owned by each Reporting Person were calculated based upon 84,918,818 shares of common stock outstanding, which is the total number of shares of common stock outstanding as reported in the prospectus dated June 20, 2013 and filed with the Securities and Exchange Commission on June 24, 2013 in connection with the Issuer's IPO, and giving effect to the IPO.

(c) See Item 3 above and the responses of each of the Ripplewood Investors with respect to Rows 11 and 12 of the cover pages of this Statement that relate to the aggregate number of shares of Common Stock (including but not limited to footnotes to such information), which are incorporated herein by reference.

(d) Except as otherwise described herein, no person is known by any of the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, shares of Common Stock.

(e) Not applicable.

***Registration Rights Agreement***

On December 31, 2009, the Ripplewood Investors entered into a registration rights agreement, or the “Registration Rights Agreement,” with the Issuer and certain other stockholders party thereto. The registration of shares of common stock pursuant to the exercise of registration rights described below would enable the holders to trade these shares without restriction under the Securities Act when the applicable registration statement is declared effective. The Issuer will pay the registration expenses, other than underwriting discounts and commissions and certain counsel or advisor fees as described therein, of the shares registered pursuant to the demand and piggyback registrations described below.

The demand and piggyback registration rights described below will commence 180 days after the closing of the IPO and with respect to shareholders who held Class A Senior Convertible Preferred Stock prior to it being converted into common stock will be in effect for the following eighteen months, while the registration rights for other stockholders with such rights shall continue perpetually. The Issuer is not required to effect more than two demand registrations in any 12-month period or any demand registration within 180 days following the date of effectiveness of any other Registration Statement. If the board of directors (or an authorized committee thereof) of the Issuer, in its reasonable good faith judgment determines that the filing of a Registration Statement will materially affect a significant transaction or would force the Issuer to disclose confidential information which is adverse to the Issuer’s interest, then the board of directors may delay a required Registration Filing for periods of up to 90 days, so long as the periods do not aggregate to more than 120 days in a twelve-month period. Generally, in an underwritten offering, the managing underwriter, if any, has the right, subject to specified conditions, to limit the number of shares such holders may include.

*Demand Registration Rights.* Under the terms of the Registration Rights Agreement, the holders of 67,528,200 shares of common stock may, under certain circumstances and provided they meet certain thresholds described in the Registration Rights Agreement, make a written request to the Issuer for the registration of the offer and sale of all or part of the shares subject to such registration rights, or Registrable Securities. If the Issuer is eligible to file a registration statement on Form S-3 or any successor form with similar “short-form” disclosure requirements, the holders of Registrable Securities may make a written request to the Issuer for the registration of the offer and sale of all or part of the Registrable Securities provided that the Registrable Securities to be registered under such short-form registration have an aggregate market value, based upon the offering price to the public, equal to at least \$15.0 million.

*Piggyback Registration Rights.* If the Issuer registers the offer and sale of any of Issuer securities (other than a registration statement relating to an initial public offering or on Form S-4 or S-8 or any successor form for securities to be offered in a transaction of the type referred to in Rule 145 under the Securities Act or to employees of the Issuer pursuant to any employee benefit plan, respectively) either on the Issuer’s behalf or on the behalf of other security holders, the holders of the Registrable Securities under the Registration Rights Agreement are entitled to include their Registrable Securities in the registration subject to certain exceptions relating to employee benefit plans and mergers and acquisitions. The managing underwriters of any underwritten offering may limit the number of Registrable Securities included in the underwritten offering if the underwriters believe that including these shares would have a materially adverse effect on the offering. If the number of Registrable Securities is limited by the managing underwriter, the securities to be included first in the registration will depend on whether the Issuer or certain holders of Issuer securities initiate the Piggyback registration. If the Issuer initiates the Piggyback registration, the Issuer is required to include in the offering (i) first, the securities it proposes to sell and (ii) second, the Registrable Securities requested to be included in such registration, pro rata among the holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such holder. If the holder of Registrable Securities initiates the Piggyback registration, it is required to include in the offering (i) first, the Registrable Securities requested to be included in such registration, pro rata among the holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such holder and (ii) second, the securities the Issuer proposes to sell.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which is filed as an exhibit and incorporated herein by reference.

### ***Lock-Up Agreement***

The Ripplewood Investors, the Issuer, all directors and officers of the Issuer and the holders of substantially all of the Issuer's securities, have signed lock-up letter agreements under which they have agreed, subject to certain exceptions, that, without the prior written consent of each of (i) the Issuer's board of directors and (ii) only following the prior written consent of the Issuer's board of directors, Morgan Stanley & Co. LLC on behalf of the underwriters, they will not, during the period ending 180 days after June 20, 2013:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase lend or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for shares of common stock;
- file any registration statement with the SEC relating to the offering of any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock,

whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise. In addition, the Issuer and each such person agreed that, without the prior written consent of each of (i) the Issuer's board of directors and (ii) only following the prior written consent of the Issuer's board of directors, Morgan Stanley & Co. LLC on behalf of the underwriters, they will not, during the period ending 180 days after June 20, 2013, make any demand for, or exercise any right with respect to, the registration of any shares of common stock or any security convertible into or exercisable or exchangeable for common stock.

The foregoing description of the Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the Lock-Up Agreement, which is filed as an exhibit and incorporated herein by reference.

### **Item 7 Material to be Filed as an Exhibit.**

Exhibit 7.1: Joint Filing Agreement, dated July 8, 2013

Exhibit 7.2: Power of Attorney

Exhibit 7.3: Registration Rights Agreement, dated as of December 31, 2009, by and between AC Holdco Inc. and the Class A Holders, the Ripplewood Investors, the Thorne Investors and the other investors named therein, incorporated by reference to Exhibit 4.5 to the Issuer's Registration Statement on Form S-1 (No. 333-178727)

Exhibit 7.4: Lock-Up Letter Agreement executed by AC Acquisition I, LLC and AC Acquisition II, LLC

**Signature.**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: July 8, 2013

AC ACQUISITION I, LLC

By: Ripplewood Partners II, L.P., as its sole member

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

RIPPLEWOOD PARTNERS II, L.P.

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

AC ACQUISITION II, LLC

By: Ripplewood Partners II Parallel Fund, L.P., as its managing member

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner,

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

RIPPLEWOOD PARTNERS II PARALLEL FUND, L.P.

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary





## JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree that the Statement on Schedule 13D to which this exhibit is attached is filed on behalf of each of them.

Date: July 8, 2013

## AC ACQUISITION I, LLC

By: Ripplewood Partners II, L.P., as its sole member

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

## RIPPLEWOOD PARTNERS II, L.P.

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

## AC ACQUISITION II, LLC

By: Ripplewood Partners II Parallel Fund, L.P., as its managing member

By: Ripplewood Partners II G.P., L.P., as its general partner,

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

RIPPLEWOOD PARTNERS II  
PARALLEL FUND, L.P.

By: Ripplewood Partners II G.P., L.P., as its general partner,

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

RIPPLEWOOD PARTNERS II G.P., L.P.

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

RP II GP, LLC

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

COLLINS FAMILY PARTNERS, L.P.

By: Collins Family Partners, Inc., as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

COLLINS FAMILY PARTNERS, INC.

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

TIMOTHY C. COLLINS

\*

\_\_\_\_\_  
Timothy C. Collins

\* By: /s/ Christopher P. Minnetian  
Christopher P. Minnetian  
As Attorney-in-Fact

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints each of Christopher P. Minnetian, Margee Elias and Norman Smagley, and each of them individually, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director and/or beneficial owner of Gogo Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), (ii) all forms and schedules in accordance with Section 13(d) and/or Section 13(g) of the Exchange Act and the rules thereunder, including all amendments thereto (a "Section 13 Schedule"), and (iii) a Form ID and any other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 16 Form and/or a Section 13 Schedule electronically (a "Form ID", and, together with a Section 16 Form and Section 13 Schedule, the "Forms and Schedules");
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of each such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by each such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he or she may approve in his or her discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that each such attorney-in-fact, or his or her substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that each such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 3<sup>rd</sup> day of July, 2013.

By: /s/ Timothy C. Collins  
Timothy C. Collins

March 15, 2013

Gogo Inc.  
1250 N. Arlington Heights Road, Suite 500  
Itasca, Illinois 60143

Morgan Stanley & Co. LLC  
J.P. Morgan Securities LLC  
UBS Securities LLC  
c/o Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC ("**Morgan Stanley**") proposes to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Gogo Inc., a Delaware corporation (the "**Company**"), providing for the public offering (the "**Public Offering**") by the several Underwriters, including Morgan Stanley (the "**Underwriters**"), of shares (the "**Shares**") of the common stock, par value \$0.0001 per share, of the Company (the "**Common Stock**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of each of (i) the Board of Directors of the Company (the "**Board**") and (ii) only following the prior written consent of the Board, Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date of the preliminary prospectus first delivered to the Underwriters in connection with the marketing of the Public Offering and continue for 180 days after the date of the Underwriting Agreement, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other

securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the restricted period referred to in the preceding sentence in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions, (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift, by will or by intestacy, (c) distributions of shares of Common Stock or any security convertible into Common Stock to general or limited partners, members or stockholders of the undersigned, (d) transfers of shares of Common Stock or any security convertible into Common Stock to partnerships or limited liability companies for the benefit of the immediate family of the undersigned and the partners and members of which are only the undersigned and the immediate family of the undersigned, (e) transfers of shares of Common Stock or any security convertible into Common Stock to the undersigned's affiliates, (f) distributions of shares of Common Stock or any security convertible into Common Stock to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned or to a trustor or beneficiary of such trust, (g) dispositions of shares of Common Stock to the Company (A) to satisfy tax withholding obligations in connection with the exercise of options to purchase Common Stock or (B) in connection with the rights of the Company to redeem or cause the disposition of shares of Common Stock in order to ensure the Company's compliance with the Communications Act of 1934, as amended; *provided* that in the case of any transfer or distribution pursuant to clause (b), (c), (d), (e) or (f), (i) each donee, transferee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the restricted period referred to in the foregoing sentence, (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that such plan does not provide for the transfer of Common Stock during the restricted period and no public announcement or filing under the Exchange Act regarding the establishment of such plan shall be required of or voluntarily made by or on behalf of the undersigned or the Company during the restricted period, (i) sales to the Underwriters pursuant to the Underwriting Agreement, (j) the conversion of any shares of preferred stock into shares of Common Stock or (k) any transfer pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of the Common Stock involving a change of control of the Company, *provided* that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Common Stock owned by the undersigned shall remain subject to the restrictions contained in this agreement.

In addition, the undersigned agrees that, without the prior written consent of each of (i) the Board and (ii) only following the prior written consent of the Board, Morgan Stanley on behalf of the Underwriters, it will not, during the restricted period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions; *provided* that such stop transfer instructions shall expire on the 180<sup>th</sup> day following the date of the Underwriting Agreement.

If the undersigned is an officer or director of the Company and any issuer-directed Shares are made available in the offering, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Shares purchased by the undersigned in the offering.

If the undersigned is an officer or director of the Company, Morgan Stanley agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, Morgan Stanley will notify the Company of the impending release or waiver. The Company has agreed in the Underwriting Agreement to announce any such release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by Morgan Stanley hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.



Notwithstanding anything to the contrary, if (i) the closing of the sale of the Shares to the Underwriters pursuant to the Underwriting Agreement has not occurred prior to December 31, 2013, (ii) the Company earlier notifies Morgan Stanley in writing that it does not intend to proceed with the Public Offering, (iii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder or (iv) an application for withdrawal of the registration statement is filed with the Securities and Exchange Commission, this agreement shall terminate and have no further force or effect.

*[Signature follows]*

IN WITNESS WHEREOF, the undersigned has executed this Lock-up Letter effective as of the date set forth below.

AC ACQUISITION I, LLC

By: Ripplewood Partners II, L.P., as its sole member

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

AC ACQUISITION II, LLC

By: Ripplewood Partners II Parallel Fund, L.P., as its managing member

By: Ripplewood Partners II G.P., L.P., as its general partner

By: RP II GP, LLC, as its general partner

By: /s/ Christopher P. Minnetian

Name: Christopher P. Minnetian

Title: Secretary

Date: June 5, 2013