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U.S. Patent & TMOfo/TM Mail Rcpt Dt. #56

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM 2 10-199-
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sun Country Airlines, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Minnesota
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: First Bank National Association, as Agent
Internal Address: _____
Street Address: 601 Second Avenue South
City: Minneapolis State: MN ZIP: 55402

Individual(s) _____
 Association National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Rerecord to correct brief to read security agreement previously recorded on Reel 1678, Frame 0801, on 12/24/97

Execution Date: April 14, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
See attached List #1

B. Trademark Registration No.(s)
See attached List #2

Additional numbers attached? Yes No

2038355

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth C. Buckingham, Esq.
Internal Address: Dorsey & Whitney LLP
Street Address: 220 South Sixth Street
City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth C. Buckingham _____ _____
Name of person Signing Signature Date

Total number of pages comprising cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

11/ 5/2000 MTHA11 00000252 2038355
 40.00 DP
 175.00 DP

LIST #2

TRADEMARKS

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>
SUNNY SAVER FLIGHTS	2,038,355	2/18/97	Air Transportation
SUNNY	1,931,452	10/31/95	Airline Transportation Services
FLY WHERE IT'S ALWAYS WARM AND SUNNY	1,928,172	10/17/95	Airline Transportation Services
LET US TAKE YOU THERE	1,669,759	12/24/91	Airline Transportation Services
SUN COUNTRY AIRLINES	1,303,139	10/30/84	Airline Transportation Services

TRADEMARK

REEL: 1678 FRAME: 0803 TOTAL P.04

TRADEMARK

REEL: 002175 FRAME: 0672

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks (the "Assignment"), dated as of April 14, 1997, is made and given by Sun Country Airlines, Inc., a Minnesota corporation (the "Assignor") to FIRST BANK NATIONAL ASSOCIATION, AS AGENT, a national banking association, (the "Assignee").

RECITALS

WHEREAS, Assignor and the Assignee have entered into a Credit Agreement of even date herewith (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Assignee has agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement); and

WHEREAS, the Assignor has pledged and granted to the Assignee a security interest in the property described in the Security Agreement of even date herewith (the "Security Agreement") by and between Assignor and Assignee which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets; and

WHEREAS, the Assignor owns and has adopted and used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks, where so listed, are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office; and

WHEREAS, in order to induce the Assignee to enter into the Credit Agreement and extend the credit accommodations to the Assignor thereunder, and in order to secure the payment and performance of (i) all liabilities and obligations of the Assignor to Assignee arising under the Credit Agreement, whether now existing or hereafter arising; (ii) all liabilities and obligations of the Assignor to the Assignee under the Security Agreement, whether now existing or hereafter at any time arising; and (iii) all indebtedness, liabilities and obligations of the Assignor to the Assignee of every kind, nature or description whether direct or indirect or hereafter acquired by the Assignee from any Person, absolute or contingent, regardless of how such liabilities arise or by what agreement or instrument they may be evidenced, and in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities"), the Assignor is willing to enter into this Assignment.

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TRADEMARK
REEL: 002175 FRAME: 0673

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuation of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence of such an Event of Default, such assignment shall have no effect.

2. The Assignor hereby covenants and warrants that:

(a) to the best of its knowledge, the Trademarks listed on Exhibit A, with the exception of Application No. 74/556,685, for the mark S & Design, and Application No. 75/010,022, for the mark WAY TO GO, are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of its knowledge each of the Trademarks listed on Exhibit A, with the exception of Application No. 74/556,685, for the mark S & Design, and Application No. 75/010,022, for the mark WAY TO GO, are valid and enforceable;

(c) with the exception of Application Nos. 74/556,685, for the mark S & Design, and Application No. 75/010,022, for the mark WAY TO GO, no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) with regard to Application No. 74/556,685, for the mark S & Design, for which requests for extension of time to file an opposition to Assignor's registration have been granted, Assignor believes an agreement has been reached with the potential opposer allowing for Assignor's use of

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TRADEMARK
REEL: 1678 FRAME: 0805

TRADEMARK
REEL: 002175 FRAME: 0674

the mark in accordance with the terms of the agreement. If such agreement is not finalized, or if the potential opposition action is not resolved in its favor, Assignor warrants that it will not use the mark S & Design in violation of the rights of any third party.

(e) with regard to Application No. 75/010,022, for the mark WAY TO GO, the application for registration of which has been suspended, Assignor warrants that if the pending application is abandoned by the Applicant or if the mark is refused registration by the Trademark Office, Assignor will not use the mark WAY TO GO in violation of the rights of any third party.

(f) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(g) the Assignor will be, until the Liabilities shall have been satisfied in full and the Borrower Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(h) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, other than the interest granted hereby, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(i) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(j) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any material facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any material infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the

definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except the granting of limited licenses in the ordinary course of the Assignor's business and consistent with the Assignor's past practice.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by the Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record the Assignee's interest in the U.S. Patent and Trademark Office or in the Trademark Office of any foreign jurisdiction where applications for registration have been or may be filed, or to perfect the Assignee's interest in any Trademarks acquired by the Assignor after the date of this Agreement. At such time as the Credit Agreement shall have been terminated in accordance with its terms, all non-contingent Liabilities have been satisfied, and all contingent Liabilities have expired, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Credit Agreement or any Loan Document, as defined therein.

7. Until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, all non-contingent Liabilities have been satisfied, and all contingent Liabilities have expired, the Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any Trademark application pending as of the date of this Assignment, with the possible exception of application Serial Nos. 74/556,685 and 75/010,022, as detailed in Section 2, or thereafter which a prudent person would prosecute; (ii) to make application on those trademarks and tradenames which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee, except Application Nos. 74/556,685 and 75/010,022, as specified in Section 2.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor, following reasonable demand by Assignee, has failed to

bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction

contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

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TRADEMARK
REEL: 1678 FRAME: 0809

TRADEMARK
REEL: 002175 FRAME: 0678

IN WITNESS WHEREOF, the Assignor has executed this instrument.

SUN COUNTRY AIRLINES, INC.

By *Thomas M. Schmitt*
Name: Thomas M. Schmitt
Title: CFO

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF TRADEMARKS

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TRADEMARK
REEL: 1678 FRAME: 0810

TRADEMARK
REEL: 002175 FRAME: 0679

EXHIBIT A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

TRADEMARKS

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>
SUNNY SAVER FLIGHTS	2,038,355	2/18/97	Air Transportation
SUNNY	1,931,452	10/31/95	Airline Transportation Services
FLY WHERE IT'S ALWAYS WARM AND SUNNY	1,928,172	10/17/95	Airline Transportation Services
LET US TAKE YOU THERE	1,669,759	12/24/91	Airline Transportation Services
SUN COUNTRY AIRLINES	1,303,139	10/30/84	Airline Transportation Services

Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods/Services</u>
SUN COUNTRY VACATIONS	74/730,883	9/18/95	Air Transportation
S and Design	74/556,685	8/3/94	Publications, Namely In- Flight General Interest Magazines, and In-Flight General Merchandise Catalogs (Cl. 16) Airplane Maintenance Services (Cl. 37) Transportation of People By Air (C. 39) Airplane Food Services (Cl. 42)
WAY TO GO	75/010,022	10/18/95	Travel Clubs, Travel Guide Services and Arranging Travel Tours



08-25-2000

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #58

DORSEY & WHITNEY LLP

MINNEAPOLIS
 NEW YORK
 SEATTLE
 DENVER
 WASHINGTON, D.C.
 DES MOINES
 ANCHORAGE
 LONDON
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PILLSBURY CENTER SOUTH
 220 SOUTH SIXTH STREET
 MINNEAPOLIS, MINNESOTA 55402-1498
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BILLINGS
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 MISSOULA
 BRUSSELS
 FARGO
 HONG KONG
 ROCHESTER
 SALT LAKE CITY
 VANCOUVER

ELIZABETH C. BUCKINGHAM
(612) 343-2178
FAX (612) 340-8856
buckingham.elizabeth@dorseyllaw.com

August 25, 2000

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Re: Rerecordal to Correct Previously Filed Security Agreement
 Our File: 0219.ASG

Dear Sir or Madam:

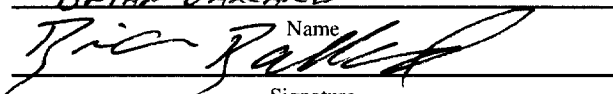
Enclosed herewith are the following documents to correct a previously filed Collateral Assignment of Trademarks:

- Copy of Collateral Assignment of Trademarks regarding Registration Nos. 2,038,355; 1,931,452; 1,928,172; 1,669,759 and 1,303,139 and Serial Nos. 74/730,883; 74/556,685 and 75/010,022, recorded at Reel 1678, Frame 0801 along with its previously-recorded cover sheet;
- Corrected Recordation Form Cover Sheet; and
- Check in the amount of \$215.00 to cover the recording fee.

Express Mail mailing label number FX 700629413US

Date of Deposit AUGUST 25, 2000

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Trademarks, Box Assignments, Washington, D.C. 20231

BRIAN BALLARD
 Name

 Signature

DORSEY & WHITNEY LLP

Commissioner of Patents and Trademarks

August 25, 2000

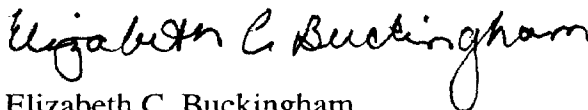
Page 2

The above Collateral Assignment of Trademarks was previously recorded on December 24, 1997 on Reel 1678, Frame 0801. However, the cover sheet was erroneously marked "Assignment" rather than "Security Agreement." The box for Security Agreement should have been checked since the document grants a security interest in the trademarks and does not assign them. Therefore, we are submitting a corrected cover sheet for rerecordal to correct this mistake. Please change the records in the Patent and Trademark Office to reflect this correction.

A return postcard is also enclosed on which the stamped date of receipt would be appreciated. Please charge any additional fees or credit any overpayment to our Deposit Account No. 04-1420.

Respectfully submitted,

DORSEY & WHITNEY LLP



Elizabeth C. Buckingham
Attorney for Applicant

ECB:ljr/sm
Enclosures

12-24-97



To the Honorable Commissioner of P

100616680

Attached original documents or copy thereof.

1. Name of conveying party(ies).

SUN COUNTRY AIRLINES, INC

DEC 24 1997

- Individual(s)
- General Partnership
- Corporation-State MINNESOTA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: APRIL 14, 1997

2. Name and address of receiving party(ies)

Name: FIRST BANK NATIONAL ASSOCIATION, AS AGENT

Internal Address:

Street Address: 601 SECOND AVENUE SOUTH

City: MINNEAPOLIS State: MN ZIP: 55402

- Individual(s) citizenship
- Association NATIONAL BANKING ASSOCIATION
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assigned is not domiciled in the United States, a domestic representative designation is attached:

(Designators must be a separate document, see 37 CFR 2.101) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED LIST #1

B. Trademark Registration No.(s)

SEE ATTACHED LIST #1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FIRST BANK NATIONAL ASSOCIATION

Internal Address: ATTN: ERIC MCNEW

MPFP0401

Street Address: 601 SECOND AVENUE SOUTH

City: MINNEAPOLIS State: MN ZIP: 55402

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41):

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 48.00 DP
02 FC:482 175.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

ERIC MCNEW
Name of Person Signing

[Signature]
Signature

12/18/97
Date

Total number of pages including cover sheet, attachments, and document: 11

LIST #1

Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods/Services</u>
SUN COUNTRY VACATIONS	74/730,883	9/18/95	Air Transportation
S and Design	74/556,685	8/3/94	Publications, Namely In-Flight General Interest Magazines, and In-Flight General Merchandise Catalogs (Cl. 16) Airplane Maintenance Services (Cl 37) Transportation of People By Air (C. 39) Airplane Food Services (Cl. 42)
WAY TO GO	75/010,022	10/18/95	Travel Clubs, Travel Guide Services and Arranging Travel Tours

TRADEMARK
REEL: 1678 FRAME: 0802