

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/23/2009	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Administrative agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3031046	NORTH AMERICAN	
Registration Number:	3031047	NORTH AMERICAN AIRLINES	
Registration Number:	3075101	NORTH AMERICAN AIRLINES	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	34564		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 3031046

900139365

TRADEMARK  
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Signature:	/pja/
Date:	07/23/2009
<p>Total Attachments: 7</p> <p>source=34564#page1.tif</p> <p>source=34564#page2.tif</p> <p>source=34564#page3.tif</p> <p>source=34564#page4.tif</p> <p>source=34564#page5.tif</p> <p>source=34564#page6.tif</p> <p>source=34564#page7.tif</p>	

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

 U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership           ☐ Limited Partnership  
☐ Corporation-State  
☒ Other (National Association)

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

## 3. Nature of conveyance:

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

Execution Date: July 23, 2009

## 2. Name and address of receiving party(ies)

Name: Jefferies Finance LLC, as Administrative agent

Internal

Address:

Street Address: 520 Madison Avenue

City: New York State: NY Zip: 10022

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other Limited liability company

 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

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

 Additional number(s) attached ☒ Yes ☐ No

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

Name:

Internal Address:

Street Address:

City: State: Zip:

## 6. Total number of applications and registrations involved:

03

## 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)

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.

Daleep J. Sawhney

Name of Person Signing

Signature

07/23/2009

Date

07

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

 Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**ASSIGNMENT AGREEMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TRANSFER AGREEMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 23, 2009, is entered into by JPMorgan Chase Bank, N.A. (in its capacity as Administrative Agent under the Trademark Agreement (as defined below) prior to the Resignation Date (as defined in the Successor Agent Agreement referred to below), the "Resigned Agent"), Jefferies Finance LLC (in its capacity as successor Administrative Agent under the Trademark Agreement pursuant to the Successor Agent Agreement (as defined below), the "Successor Agent"), and North American Airlines, Inc. as Grantor (the "Grantor") under the Trademark Agreement.

WHEREAS, the Grantor and certain other parties have executed and delivered a Guarantee and Collateral Agreement, dated as of August 14, 2007, in favor of the Resigned Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement").

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor and the Resigned Agent entered into that certain Grant of Security Interest in Trademark Rights, dated as of August 22, 2007, (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Trademark Agreement") whereby the Grantor pledged and granted a continuing security interest in the trademark registrations and applications attached hereto as Exhibit A (the "Marks");

WHEREAS, the Grantor, certain other parties, the Resigned Agent and the Successor Agent entered into that certain Successor Agent Agreement, dated as of July 23, 2009 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Successor Agent Agreement"), pursuant to which the Successor Agent has been appointed as the successor Administrative Agent under, and became vested with all rights, powers, benefits, privileges, and duties of the Administrative Agent under certain agreements, including the Guarantee and Collateral Agreement and the Trademark Agreement;

NOW, THEREFORE, the Resigned Agent and the Successor Agent hereby acknowledge that pursuant to the Successor Agent Agreement, the Resigned Agent has assigned to the Successor Agent, its successors, legal representatives, and assigns, all of its right, title and interest as Administrative Agent under the Trademark Agreement, including all of its right, title, and interest in, to and under the Marks and exclusive licenses thereof, to the Successor Agent. The Resigned Agent and the Successor Agent hereby agree that, from and after the date hereof, the Successor Agent shall be, and shall be deemed to be, the Administrative Agent under the Trademark Agreement. In furtherance of the foregoing, all defined terms referencing the Resigned Agent as the Administrative Agent in the Trademark Agreement shall be deemed to have been amended to refer to the Successor Agent, as Administrative Agent thereunder.

IN WITNESS WHEREOF the undersigned has executed this Agreement by its  
duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A., as  
Resigned Agent

By: Matthew H. Massie  
MATTHEW H. MASSIE  
Title: MANAGING DIRECTOR

JEFFERIES FINANCE LLC, as  
Successor Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

NORTH AMERICAN AIRLINES, INC., as  
Grantor

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 004030 FRAME: 0911**

IN WITNESS WHEREOF the undersigned has executed this Agreement by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A., as  
Resigned Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

JEFFERIES FINANCE LLC, as  
Successor Agent

By: C. J. Hester

Title: Managing Director

NORTH AMERICAN AIRLINES, INC., as  
Grantor

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK  
REEL: 004030 FRAME: 0912

IN WITNESS WHEREOF the undersigned has executed this Agreement by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A., as  
Resigned Agent

By: \_\_\_\_\_

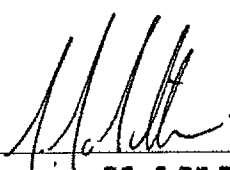
Title: \_\_\_\_\_

JEFFERIES FINANCE LLC, as  
Successor Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

NORTH AMERICAN AIRLINES, INC., as  
Grantor

By:  \_\_\_\_\_

Title: **Mark M. McMiffin**  
**General Counsel &**  
**Corporate Secretary**

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 004030 FRAME: 0913**

**EXHIBIT A**

[Please see Schedule A attached]



**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Registration Number</b>
NORTH AMERICAN	3,031,046
NORTH AMERICAN AIRLINES	3,031,047
NORTH AMERICAN AIRLINES	3,075,101

[[3009178]]