

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Airlines, Inc.		09/16/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank (South Dakota), N.A.		
Street Address:	701 East 60th Street North		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57117		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1228737	AADVANTAGE	
Registration Number:	2006172	AADVANTAGE	
Registration Number:	1832881	AADVANTAGE DIAL-IN	
Registration Number:	2247386	AADVANTAGE EXECUTIVE PLATINUM	
Registration Number:	2001368	AADVANTAGE GOLD	
Registration Number:	3499069	AADVANTAGE HOTEL	
Registration Number:	2444458	A ADVANTAGE EXECUTIVE PLATINUM	
Registration Number:	1788496	AADVANTAGE PLATINUM	
Registration Number:	2419098	AADVANTAGE VACATION AWARDS	
Registration Number:	2413986	A ADVANTAGE VACATION AWARDS	
Registration Number:	2187483	AADVANTAGE	
Registration Number:	2282839	A WORLD OF CHOICES	
Registration Number:	1766182	AMERICAN AADVANTAGE FUNDS	
Registration Number:	1953890	AMERICAN AADVANTAGE MONEY MARKET FUND	

OP \$415.00 1228737

Serial Number:	77824680	AADVANTAGE PLATINUM
Serial Number:	77824679	AADVANTAGE GOLD

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St. NW
Address Line 2: Suite 420
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F122125
NAME OF SUBMITTER:	Manuel F. Gomez
Signature:	/Manuel F. Gomez/
Date:	09/21/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, American Airlines, Inc. (“**American**”), a Delaware corporation owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, American and Citibank (South Dakota), N.A. (“**Citi**”) are parties to the Amended and Restated AAdvantage Participation Agreement dated as of September 16, 2009 (as amended from time to time, the “**Participation Agreement**”); and

WHEREAS, pursuant to (i) AAdvantage Program Security Agreement dated as of September 16, 2009 (as amended and/or supplemented from time to time, the “**Security Agreement**”) between American and Citi and (ii) certain other Security Documents (including this Trademark Security Agreement), American has secured certain of its obligations (the “**Secured Obligations**”) by granting to Citi for the benefit of such Secured Parties a continuing security interest in its personal property, including all right, title and interest of American in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, American grants to Citi, to secure the Secured Obligations, a continuing security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by American and included in the Collateral (as defined in the Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) included in the Collateral (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and


(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by American against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any such Trademark owned by American (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of American under any such Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

American irrevocably constitutes and appoints Citi and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of American or in Citi's name, from time to time, in Citi's discretion, so long as any Collateral Realization Event shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which American might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by American to Citi pursuant to the Security Agreement. American acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 WITNESS WHEREOF, American has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16 day of September, 2009.

AMERICAN AIRLINES, INC.

By: 
Name: Robert J. Friedman
Title: President, AAdvantage
Marketing Programs

CITIBANK (SOUTH DAKOTA), N.A.

By: _____
Name: Douglas C. Morrison
Title: Vice President and CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE 1

**AMERICAN AIRLINES, INC.'S AADVANTAGE
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK NAME	REGISTRATION NO.	REGISTRATION DATE
AADVANTAGE and Scissor Eagle Design	1,228,737	02/22/1983
AADVANTAGE and Scissor Eagle Design	2,006,172	10/08/1996
AADVANTAGE DIAL-IN	1,832,881	04/26/1994
AADVANTAGE EXECUTIVE PLATINUM	2,247,386	05/25/1999
AADVANTAGE GOLD and Scissor Eagle Design Stacked	2,001,368	09/17/1996
AADVANTAGE HOTEL and Scissor Eagle Design	3,499,069	09/09/2008
AADVANTAGE EXECUTIVE PLATINUM and Scissor Eagle Design	2,444,458	04/17/2001
AADVANTAGE PLATINUM and Scissor Eagle Design Side-by-Side	1,788,496	08/17/1993
AADVANTAGE VACATION AWARDS	2,419,098	01/09/2001
AADVANTAGE VACATION AWARDS and Scissor Eagle Design	2,413,986	12/19/2000
AADVANTAGE	2,187,483	09/08/1998
A WORLD OF CHOICES	2,282,839	10/05/1999
AMERICAN AADVANTAGE FUNDS	1,766,182	04/20/1993
AMERICAN AADVANTAGE MONEY MARKET FUND	1,953,890	02/06/1996
AADVANTAGE PLATINUM	77824680 (App. No.)	09/11/2009 (Filing Date)
AADVANTAGE GOLD	77824679 (App. No.)	09/11/2009 (Filing Date)
AADVANTAGE ESHOPPING and Cart Design	(pending)	(pending)