

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Bank National Association		10/08/2002	INC. ASSOCIATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	MN Airlines, LLC
Doing Business As:	Sun Country Airlines
Street Address:	1300 Mendota Heights Road
City:	Mendota
State/Country:	MINNESOTA
Postal Code:	55120
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1303139	SUN COUNTRY AIRLINES
Registration Number:	2126040	SUN COUNTRY VACATIONS
Registration Number:	2326946	S

CORRESPONDENCE DATA	
Fax Number:	9529412337
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	952-941-4005
Email:	kandresen@hjlawfirm.com
Correspondent Name:	Katheryn A. Andresen
Address Line 1:	8050 West 78th Street
Address Line 4:	Edina, MINNESOTA 55439

NAME OF SUBMITTER:	Katheryn A. Andresen
--------------------	----------------------

OP \$90.00 1303139

Signature:	/KAAndresen/
Date:	10/30/2012
Total Attachments: 3 source=Bill of Sale (Trademark Filing)#page1.tif source=Bill of Sale (Trademark Filing)#page2.tif source=Bill of Sale (Trademark Filing)#page3.tif	

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), hereby sells, assigns and transfers to MN AIRLINES, LLC, a limited liability company organized under the laws of the State of Minnesota ("Buyer"), pursuant to the terms and conditions of the Agreement for Sale of Collateral dated March 6, 2002, as amended by that First Amendment to the Agreement for Sale of Collateral dated as of March 29, 2002 (the "Agreement"), all of the respective rights and interests of Sun Country Airlines, Inc. ("Sun Country") in the assets described in Schedule I hereto (the "Purchased Assets").

Notwithstanding anything to the contrary set forth or implied in the foregoing paragraph or Schedule I hereof, this Bill of Sale and the Purchased Assets exclude (i) all property leased by Sun Country as lessee, (ii) all property licensed to Sun Country as licensee, (iii) any other property not owned by Sun Country and (iv) any other property not constituting Collateral (as defined in the Agreement). Notwithstanding the foregoing, the transfer to Buyer of Sun Country's rights and interests in the certificate of public convenience and necessity issued to Sun Country under 49 U.S.C. § 41102 shall not occur until such time as the Department of Transportation, and any other governmental authority the consent of which is required for transfer, grant consent to such transfer.

THE BANK SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES RELATIVE TO THE PHYSICAL CONDITION OF THE TANGIBLE ASSETS HEREBY SOLD, TRANSFERRED AND DELIVERED, IT BEING UNDERSTOOD THAT BUYER SHALL BE ACQUIRING SUCH ASSETS ON AN "AS IS" BASIS, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT.

This Bill of Sale is executed in accordance with the terms and conditions of the Agreement, and the terms of this Bill of Sale are subject to the terms and provisions of that Agreement.

IN WITNESS WHEREOF, the Bank has caused this Bill of Sale to be executed by a duly authorized officer as of this 15th day of April, 2002.

U.S. BANK NATIONAL ASSOCIATION

By Debra J. [Signature]
Its Vice President

SCHEDULE I TO BILL OF SALE

Purchased Assets

The Purchased Assets, to the extent such assets constitute Collateral as set forth in the Agreement for Sale of Collateral, are as follows:

- (i) all intellectual property of Sun Country, including, without limitation, the "Sun Country" name and all logos, registered and unregistered trademarks, trade names and service marks related to said name, all customer lists and data bases of customer and passenger information, domain names, and telephone, telecopy and e-mail addresses and listings of Sun Country;
- (ii) the capital equipment and software listed on Attachment 1 to this Schedule, together with any express or implied warranty by the manufacturers or Sun Country of any item or component part thereof (collectively, "Capital Equipment");
- (iii) the Accounts listed on Attachment 2 to this Schedule;
- (iv) to the extent of any interest or rights of Bank in the same, the Operating Certificate, subject to necessary governmental approvals.
- (v) any and all existing and assignable manufacturer or vendor warranties, service policies, customer support agreements and similar items (or to the extent such items are not assignable, subrogation rights to such items),
- (vi) all insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets prior to the Closing,
- (vii) all proceeds and products of the foregoing,
- (viii) all books and records relating to the operations of Sun Country and the Purchased Assets, including, without limitation, records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, FAA maintenance manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records and, subject to legal requirements, but excluding financial and accounting records.