

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Air Canada		11/28/2002	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Aeroplan Limited Partnership		
Street Address:	5100 deMaisonneuve Blvd. West		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H4A 3T2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3593612	AEROPLAN	
CORRESPONDENCE DATA			
Fax Number:	9147234301		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-723-4300		
Email:	rduff@lsllp.com		
Correspondent Name:	Renee L. Duff		
Address Line 1:	Lackenbach Siegel LLP		
Address Line 2:	One Chase Road		
Address Line 4:	Scarsdale, NEW YORK 10583		
ATTORNEY DOCKET NUMBER:	#17463 ASSIGNMENT1		
NAME OF SUBMITTER:	Renee L. Duff		
SIGNATURE:	/RLD/		
DATE SIGNED:	03/18/2015		
Total Attachments: 12			
source=AEROPLAN Assignment1#page1.tif			
source=AEROPLAN Assignment1#page2.tif			
source=AEROPLAN Assignment1#page3.tif			
source=AEROPLAN Assignment1#page4.tif			

OP \$40.00 3593612

source=AEROPLAN Assignment1#page5.tif
source=AEROPLAN Assignment1#page6.tif
source=AEROPLAN Assignment1#page7.tif
source=AEROPLAN Assignment1#page8.tif
source=AEROPLAN Assignment1#page9.tif
source=AEROPLAN Assignment1#page10.tif
source=AEROPLAN Assignment1#page11.tif
source=AEROPLAN Assignment1#page12.tif

AFFIDAVIT

The undersigned, Mark Hounsell, domiciled and residing in the City of Town of Mont-Royal, Province of Québec, Canada, being duly sworn, do depose and say:

1 I am Chief Legal Officer and Corporate Secretary of Aimia Inc., having a principal place of business at Tour Aimia, 525 Viger Street West, Suite 1000, Montreal, Quebec, H2Z 0B2, Canada.

2 Aimia Canada Inc. is a wholly owned subsidiary of Aimia Inc.

3 I was Vice President, General Counsel and Corporate Secretary of Aeroplan Limited Partnership ("Société en Commandite Aéroplan" under its French name) and held that title until the completion of the Reorganization (as defined below).

4 In my capacity as Chief Legal Officer and Corporate Secretary of Aimia Inc., I have access to the files and records of both Aimia Inc. and Aimia Canada Inc. and as such I have personal knowledge of the facts hereinafter stated.

5 Pursuant to an Asset Purchase Agreement (the APA) signed on November 28, 2002, Air Canada assigned to Aeroplan Limited Partnership all rights, title and interest in any marks containing the word "AEROPLAN", as appears from a copy of the relevant pages of the APA attached hereto as Exhibit 1.

6 Listed in the attached Schedule 1 are all trade-mark registrations (hereinafter the Assigned Aeroplan Trade-marks) that are still under the name of Air Canada on their respective register despite having been assigned to Aeroplan Limited Partnership pursuant to the APA.

7 Pursuant to a corporate reorganization (the Reorganization) that took place December 29 and 30, 2008, the assets, obligations and business of Aeroplan Limited Partnership, including without limitation, the Assigned Aeroplan Trade-marks, were assigned by Aeroplan Limited Partnership to its general partner Aeroplan Holding GP Inc.

8 I attach hereto as Exhibit 2 copies of documents from the Registraire des entreprises ("Registrar of Business") in the province of Quebec, Canada (the Registrar) evidencing the dissolution of Aeroplan Limited Partnership together with a courtesy translation of same.

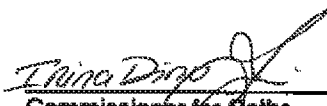
9 After the Reorganization, namely on December 30, 2008, Aeroplan Holding GP Inc. changed its name to Aeroplan Canada Inc., as appears from the attached Exhibit 3.

- 10 Subsequently, namely on April 2, 2012, Aeroplan Canada Inc. changed its name and is now known as Aimia Canada Inc., as appears from the attached Exhibit 4.
- 11 I confirm that all of the assets, including all rights, interest and title in the Assigned Aeroplan Trade-marks together with the goodwill of the business symbolized by the Assigned Aeroplan Trade-marks were transferred to Aimia Canada Inc.
- 12 I, therefore, confirm that any pending application or registration for the Assigned Aeroplan Trade-marks can and should in fact be amended to the name of Aimia Canada Inc., having a principal place of business at Tour Aimia, 525 Viger Street West, Suite 1000, Montreal, Quebec, H2Z 0B2, Canada.

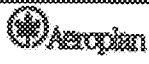
EXECUTED at Montreal, Province of Quebec, Canada, this 20 day of Jan. 2015.


Mark Hounsell

SWORN TO before me in the
City of Montréal, Province of Quebec, Canada
this 20 day of Jan. 2015


Thina Dingo, Quebec Bar 277632-4
Commissioner for Oaths

Schedule 1
List of Trademarks

Country	Trade-mark	Image	Owner Name	Application Number	Registration Number	Registration Date
USA	AEROPLAN	AEROPLAN	AIR CANADA (Canada)	App 76978123	Reg 3593612	Reg 24-MAR-2009
Mexico	AEROPLAN		AIR CANADA (Canada)	App 463245	Reg 691579	Reg 27-MAR-2001
Mexico	AEROPLAN		AIR CANADA (Canada)	App 463247	Reg 695988	Reg 25-APR-2001
New Zealand	AEROPLAN		AIR CANADA (Canada)	App 625909	Reg 625909	Reg 13-MAY-2002
New Zealand	Aeroplan	 Aeroplan	AIR CANADA (Canada)	App 625911	Reg 625911	Reg 03-MAY-2001
New Zealand	AEROPLAN	AEROPLAN	AIR CANADA (Canada)	App 625910	Reg 625910	Reg 13-MAY-2002
New Zealand	AEROPLAN		AIR CANADA (Canada)	App 625506	Reg 625506	Reg 04-APR-2002



New Zealand	AEROPLAN		AIR CANADA (Canada)	App 625507	Reg 625507	Reg 04-APR-2002
New Zealand	AEROPLAN	AÉROPLAN	AIR CANADA (Canada)	App 625508	Reg 625508	Reg 04-APR-2002
New Zealand	AEROPLAN	AÉROPLAN	AIR CANADA (Canada)	App 625509	Reg 625509	Reg 04-APR-2002
New Zealand	Aeroplan	 Aeroplan	AIR CANADA (Canada)	App 625511	Reg 625511	Reg 26-APR-2001
New Zealand	Aeroplan	 Aeroplan	AIR CANADA (Canada)	App 625510	Reg 625510	Reg 26-APR-2001

Exhibit 1

AIR CANADA



ASSET PURCHASE AGREEMENT

MEMORANDUM OF AGREEMENT dated November 27, 2002 and made effective on the 1st day of January, 2003

BY AND BETWEEN

AIR CANADA, a corporation incorporated under the laws of Canada with its registered office at 7773 Côte-Verte Boulevard West in the city of St-Laurent, Province of Quebec, H4Y 1H4,

(the "Vendor" or "AC")

AND

AEROPLAN LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Province of Quebec with its registered office at 5180 de Maisonneuve Blvd West, Montreal, Quebec, H3A 3T2,

(the "Purchaser" or the "Partnership")

AND

LOYALTY CANADA INC., a corporation incorporated under the laws of Canada with its registered office at 5180 de Maisonneuve Blvd West, Montreal, Quebec, H3A 3T2, in its capacity as general partner of the Purchaser,

("Loyalty Co").

THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants herein contained, it is agreed by and between the Parties as follows:

ARTICLE I INTERPRETATION

1.1 **Definitions.** Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

- (a) "AC Customers" means those individuals who are customers of the Vendor, whether or not they are Members of the Loyalty Program
- (b) "AC Database Information" means


- (v) "ITND Outsourcing Agreement" means the IT services agreement entered into between AC and IBM Canada Limited on July 8, 2001.
- (vi) "Intellectual Property" means (i) the trade marks, trade names, business names, brand names, service marks, URLs, addresses, computer software, computer programs, copyrights, including any portions of, such as in metal or ink, designs, inventions, patents, franchises, formulas, processes, know-how, technology and related goodwill and (ii) the applications, registrations, issued patents, continuations in part, divisional applications or statutory rights or license rights therefore, in such case, owned or used by the Vendor in connection with the Business as such are listed at Schedule 1 (i);
- (vii) "Laws" means (i) all laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal by-laws, and (ii) all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any governmental authority or body, which in each of the above cases binds or affects the Party or Person referred to in the context in which such word is used.
- (viii) "Licenses" means the permits, licenses, certificates of compliance, consents, approvals and authorization of or registration with, any governmental body, pertaining to the Business and which are listed in part 1 of Schedule 1 (ix).
- (ix) "Liens" means (i) all hypothecs, mortgages, prior claims, pledges, privileges, liens, security interests, transfer of property in stock, security granted under the *Bank Act (Canada)*, charges, deposits, servitudes, leases, conditional sale contracts, ownership or title retention agreements, leases, occupation rights, encumbrances, homologated liens, restrictive covenants, title defects and other encumbrances or rights of any nature whatsoever or however arising, and (ii) any arrangement or condition that in substance secures payment or performance of an obligation.
- (x) "Loyalty Program" or "Program" means the customer loyalty recognition program currently known as Aeroplan whereby Members are entitled to receive specified travel rewards or other benefits upon redeeming Aeroplan Miles acquired by such Members through travel on AC or other specified air carriers, or where applicable, through the use or purchase of goods or services from a participating Aeroplan Partner in accordance with the program terms and the program rules and regulations.
- (xi) "Marketing Agreement" means any agreement, including a partnership or joint venture between either AC or the Partnership, and any other person or entity, whereby each party is granted the ability to market each other's products and be associated with each other in any form of consumer communication.
- (xii) "Master Services Agreement" means the agreement relating to the provision of certain management and other services by Vendor to the Purchaser to be executed by the Purchaser and the Vendor as soon as practicable after the date hereof.
- (xiii) "Materias Contractas" means the contracts, agreements, documents, instruments, commitments and orders made by or in favour of the Vendor in connection with the Business with each of the entities listed at Schedule 1 (i);
- (xiv) "Member" means an individual who is a member of the Loyalty Program.

- Exhibit "A" - Form of Promissory Note
- Exhibit "B" - Form of Promissory Note (re CIBC Agreement)

1.4 Knowledge. Whenever any fact or matter is stated to be to the knowledge of a Party, or any similar reference, such reference shall mean that the Party's officers have actual knowledge (having made due inquiry) of the existence or non-existence of such fact or matter, as the context requires.

ARTICLE II
PURCHASE AND SALE

2.1 Purchase and Sale. Upon and subject to the terms and conditions hereof and with effect from the Effective Date, the Vendor hereby sells, assigns, conveys and transfers to the Purchaser and the Purchaser hereby purchases and acquires from the Vendor, for the Purchase Price, all of the Vendor's right, title and interest in the following assets in connection with the Business (collectively, the "Purchased Assets"):

- (a) the Books and Records;
- (b) the Contents, subject to Section 2.4;
- (c) the Equipment;
- (d) the Intellectual Property; 
- (e) the Licenses (other than the Non-Transferable Licenses);
- (f) the Aeroplane Database Information;
- (g) the telephone numbers owned or used by the Vendor in connection with the Business;
- (h) the goodwill of the Business; and
- (i) the Advance Warrants and, subject to Section 2.6, the Points Loan Warrants.

2.2 Excluded Assets. For greater certainty, the Purchased Assets do not include the following (collectively, the "Excluded Assets"):

- (a) All cash on hand, bank balances, moneys in the possession of banks and other depositories, term or time deposits, guaranteed investment certificates, treasury bills, other securities and other similar cash or cash-equivalent items of the Vendor associated with the Business;
- (b) all insurance policies of the Vendor associated with the Business;
- (c) the name "Air Canada", the Air Canada roundel trade mark and the right to use the name "Air Canada" and the Air Canada roundel except in accordance with the terms of this Agreement;
- (d) the Air Canada Database Information.

(c) tax refunds and credits receivable by the Vendor; and

(d) all Accounts Receivable.

2.3 Instruments of Conveyance. In order to effectuate more fully and completely the sale, assignment, conveyance and transfer of the Purchased Assets pursuant to the terms and conditions hereof, the Vendor shall deliver to the Purchaser such bills of sale, assignments and instruments of conveyance as requested by the Purchaser, acting reasonably, to permit the assignment, transfer and conveyance from the Vendor to the Purchaser and the acquisition by the Purchaser from the Vendor of all right, title and interest in, to and under the Purchased Assets, the whole with effect as of the Effective Date.

2.4 Assignment of Contracts, etc. The Vendor shall use commercially reasonable efforts to obtain the required third party consents necessary for the assignment and transfer by the Vendor to the Purchaser of the Contracts, Licenses, Intellectual Property and the other Purchased Assets (collectively the "Rights") and if applicable, the re-issuance in the name and for the benefit of the Purchaser of licenses to replace Non-Transferable Licenses on substantially the same terms.

The Purchaser shall cooperate with the Vendor in obtaining such third party consents including, without limitation, executing a written assumption thereof if so required. If any Person whose consent is required does not consent to the assignment and transfer of a Right from the Vendor to the Purchaser, then the Right shall not be assigned or transferred to the Purchaser but the Vendor shall, to the extent permitted by Law, carry out and comply with the terms and provisions of any such Right as agent for the Purchaser and for the Purchaser's benefit.

With respect to those Rights for which the third party has not responded to a request for its consent, to the extent permitted by applicable Law, the Vendor shall at the written request and expense of the Purchaser, take such reasonable action and do or cause to be done such reasonable things which are necessary and advisable in order that the obligations of the Vendor in connection with such Right may be performed by the Purchaser.

The Purchaser shall be entirely responsible for the timely performance of the obligations associated with any such Rights it requests the Vendor to maintain in accordance with the above and, without limiting the generality of the foregoing, the Purchaser hereby requests that the Vendor maintain for the benefit of the Purchaser all (i) Non-Transferred Mutual Contracts, (ii) the Points Com Warrants, and (iii) any Contracts identified in Schedule 1 (b) for which a required consent from a third party has not been obtained. The Vendor shall not be required to make any expenditure in connection with its obligations under this paragraph to preserve Rights and, in any case, all such obligations shall expire twelve (12) months after the date hereof. The Purchaser may at any time thereafter request an assignment or transfer of any Right notwithstanding that the third party consent necessary for such sale, assignment and transfer has not been obtained. The Purchaser shall indemnify and hold the Vendor harmless from any losses resulting from, arising out of, or relating to such assignment and transfer.

Subject to Section 2.5, the Purchaser agrees to be bound by all of the obligations of the Vendor which arise on or after the Effective Date, which are contained in any Contract assigned to the Purchaser pursuant to this Agreement, or for which the Purchaser obtains the benefit pursuant to this Agreement, as if it was a party to same.

The Purchaser shall use commercially reasonable efforts to obtain the re-issuance of Non-Transferable Licenses required by the Purchaser to continue the conduct of the Business with the Purchased Assets.

11.10 Currency. All of the dollar amounts mentioned in this Agreement or in the Schedules and Exhibits annexed hereto shall be in Canadian funds, unless otherwise specifically denominated.

11.11 Headings. The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation hereof.

11.12 Amendment. No amendment to this Agreement shall be binding unless expressly provided in an instrument duly executed by the Parties.

11.13 Waiver. No waiver, whether by conduct or otherwise, of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or not similar) and shall such waiver constitute a continuing waiver unless otherwise expressly provided in an instrument duly executed by the Parties.

11.14 Time of the Essence. Time is of the essence for the performance of every obligation under this Agreement.

11.15 Language. At the request of the Parties hereto, this Agreement and other related documents have been drafted in English. *À la demande de toutes les parties aux présentes, ce contrat et tout autres documents y afférent ont été rédigés en anglais.*

IN WITNESS WHEREOF, the Parties have executed this Agreement on ^{Nov. 28} September 27, 2007 and at the place first above mentioned.

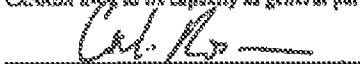
AIR CANADA

Per Al Robert Pearson



Per John M. Baker

AEROPLAN LIMITED PARTNERSHIP, BY 3913368
CANADA INC. in its capacity as general partner


Per Colin Rovinson

SCHEDULES

SCHEDULE 1A(f)

Intellectual Property

Trademarks, Trade names, Brands, etc.

Aeroplan 

AeromExpre~~ss~~

AeroCorporate

Aero Q1

Aero Or pour P&IE

Aerogold

Aerobizengage

Aerobizpartner

A participant in the Aeroplan Program

AeromExpre~~ss~~

AeroFSA

AeroRus's

AeroService

Customer Relations

Direct Marketing Program

URL Addresses

aeroplan.com

aeroplan.ca