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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lan Airlines S.A. Corporation Chile		10/01/2015	CORPORATION: CHILE

RECEIVING PARTY DATA

Name:	Latam Airlines Group S.A.		
Street Address:	Avda. Presidente Riesco N° 5711, piso 19		
City:	Las Condes, Santiago		
State/Country:	CHILE		
Entity Type:	CORPORATION: CHILE		

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4524241	LAN, EL TRINEO OFICIAL DE SANTA
Registration Number:	3557553	LAN PREMIUM BUSINESS
Registration Number:	3164773	LAN
Registration Number:	3104980	LANVACATIONS
Registration Number:	3125671	LAN CARGO
Registration Number:	3081679	
Registration Number:	3058712	LAN
Registration Number:	3003889	
Registration Number:	3955281	LANCO
Registration Number:	3793720	LAN.COM
Registration Number:	3790701	LAN.COM
Registration Number:	2815619	LAN
Registration Number:	2457996	LANPASS COMODORO
Registration Number:	2439131	LAN PASS PREMIUM SILVER
Registration Number:	2451612	LAN PASS PREMIUM
Registration Number:	2451611	LAN PASS

CORRESPONDENCE DATA

Fax Number: 6023826070

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 602-382-6389

Email: dashcraft@swlaw.com
Correspondent Name: J. Damon Ashcraft
Address Line 1: 400 E. Van Buren St.
Address Line 2: One Arizona Center

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER: 59862.00001

NAME OF SUBMITTER: J. Damon Ashcraft

SIGNATURE: /J. Damon Ashcraft/

DATE SIGNED: 02/29/2016

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made this __1s __ day of October, 2015, by and between LAN AIRLINES S.A. CORPORATION CHILE, a Chilean corporation with a current mailing address of Avenida Americo Vespucio Sur No. 901, Renca, Santiago, Chile (hereinafter called "ASSIGNOR"); and LATAM AIRLINES GROUP S.A., a Chilean corporation with a current mailing address of Avda. Presidente Riesco N° 5711, piso 19, Las Condes, Santiago, Chile (hereinafter called "ASSIGNEE").

ASSIGNOR has acquired certain trademark rights in part through filing trademark applications at the United States Patent and Trademark Office for the trademarks listed below on Exhibit A (the "Trademarks"); and

ASSIGNOR now wishes to transfer the Trademarks to ASSIGNEE.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

- 1. ASSIGNOR hereby sells, assigns, sets over and transfers unto ASSIGNEE, its successors, legal representatives or assigns, the entire right, title and interest in and to the Trademarks, including all goodwill associated therewith, and all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to any other trademarks and trademark applications which claim priority from the Trademarks and the trademark registrations listed in Exhibit A, including but not limited to all counterparts, equivalents, extensions, renewals, reinstatements and restorations of said Trademarks and trademark registrations; and in and to any and all trademarks obtained on the trademark registrations listed in Exhibit A; all of the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which the Trademark has been or will be granted.
- 2. ASSIGNOR also hereby sells, assigns, sets over and transfers unto ASSIGNEE and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said Trademarks and trademark registrations in the United States and all other foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits.
- 3. ASSIGNOR agrees to, without further remuneration, provide all reasonable assistance and execute any papers requested by ASSIGNEE, its successors, assigns and legal representatives, to preserve and/or acquire ASSIGNEE's full protection and title in and to the Trademarks and to ensure compliance with 15 U.S.C. §1060 and related rules as set forth above; and to take other appropriate actions and sign other documents to effectuate ASSIGNOR's obligations set forth herein.

LAN AIRLINES/Ś.A.KØRPOKATION CHILE

ъў: _____

Signdture

Name: Juan Pablo Silva

Its: Authorized Signatory

EXHIBIT A

Serial No.	Registration No.	Mark	
85778829	4524241	LAN, EL TRINEO OFICIAL DE SANTA	
78617130	3557553	LAN PREMIUM BUSINESS	
78617081	3164773	LAN	
78444589	3104980	LANVACATIONS	
78417449	3062254	POSITIVE FS POSITIVE FLIGHT SPECIFIC	
78417422	3125671	LAN CARGO	
78401623	3081679		
78385839	3058712	LAN	
78385834	3003889	A	
78246070	3062075	POSITIVE FS	
77636106	3955281	LANCO	
77419661	3793720	LAN.COM	
77419641	3790701	LAN.COM	
76444508	2815619	LAN	
75614845	2457996	LANPASS COMODORO	
75614844	2439131	LAN PASS PREMIUM SILVER	
75614843	2451612	LAN PASS PREMIUM	
75614842	2451611	LAN PASS	

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RECORDED: 02/29/2016