

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Republic Airways Holdings Inc.		05/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delta Air Lines, Inc.		
Street Address:	1030 Delta Blvd.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30354		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4417958	CHAUTAUQUA AIRLINES	
Registration Number:	3323331	REPUBLIC AIRLINES	
Registration Number:	4446692	REPUBLIC AIRWAYS	
Registration Number:	4687026	REPUBLIC AIRWAYS HOLDINGS	
Registration Number:	3328648	SHUTTLE AMERICA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	(917) 816-0320		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandon Parker		
Address Line 1:	1025 Vermont Avenue, NW, Suite 1130		
Address Line 2:	National Corpotate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Amanda M. Mitchell		
SIGNATURE:	/Amanda M. Mitchell/		
DATE SIGNED:	05/16/2016		
Total Attachments: 5			

OP \$140.00 4417958

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TRADEMARK SECURITY AGREEMENT

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

May 13, 2016

WHEREAS, Republic Airways Holdings Inc., a Delaware corporation, (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, the other Credit Parties signatory thereto, the Lenders from time to time party thereto, and Delta Air Lines, Inc., as Administrative Agent, are parties to a Senior Secured Super-Priority Debtor in Possession Credit Agreement dated as of May 13, 2016 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) the Credit Agreement and (ii) certain other Collateral Documents (as defined in the Credit Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to Delta Air Lines, Inc. (in such capacity, together with its successors in such capacity, the “**Grantee**”) for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor 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, the Grantor hereby pledges and grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s 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 Credit Agreement) owned by the Grantor, including, without limitation, each Trademark registration referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) each Trademark License (as defined in the Credit Agreement) to which the Grantor is a party 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 royalties, fees, income, payments and proceeds of and revenues from any claim by the Grantor 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, misuse, tarnishment or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee 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 the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor 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 Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

Except to the extent expressly permitted in the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Credit Agreement. The Grantor and the Grantee acknowledge and affirm 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

REPUBLIC AIRWAYS HOLDINGS INC.

By: _____




Name: Lars-Erik Arnell
Title: SVP Corporate Development

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005794 FRAME: 0066

Acknowledged:

DELTA AIR LINES, INC.,
as Administrative Agent

By: 
Name: Kenneth W. Morge II
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

REPUBLIC AIRWAYS HOLDINGS INC.

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No./ Registration No.</u>	<u>Registration Date</u>
“Chautauqua Airlines”	February 20, 2013	# 85855510 4417958	October 15, 2013
“Republic Airlines”	February 14, 2007	# 77107131 3323331	October 30, 2007
“Republic Airways”	February 20, 2013	# 85855514 4446692	December 10, 2013
“Republic Airways Holdings”	December 31, 2013	# 86155137 4687026	February 17, 2015
“Shuttle America”	February 14, 2007	# 77107169 3328648	November 6, 2007

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