

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425812

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Delta Air Lines, Inc.		05/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Republic Airways Holdings Inc.		
<b>Street Address:</b>	8909 Purdue Road, Suite 300		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46268		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4417958	CHAUTAUQUA AIRLINES	
<b>Registration Number:</b>	3323331	REPUBLIC AIRLINES	
<b>Registration Number:</b>	4446692	REPUBLIC AIRWAYS	
<b>Registration Number:</b>	4687026	REPUBLIC AIRWAYS HOLDINGS	
<b>Registration Number:</b>	3328648	SHUTTLE AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F169907		
<b>NAME OF SUBMITTER:</b>	Sonya Jackman		
<b>SIGNATURE:</b>	/Sonya Jackman/		
<b>DATE SIGNED:</b>	05/02/2017		

OP \$140.00 4417958

**Total Attachments: 4**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of May 1, 2017 and granted by DELTA AIR LINES, INC. (the "Administrative Agent"), in its capacity as administrative agent under that certain Senior Secured Super-Priority Debtor in Possession Credit Agreement, dated as of May 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among REPUBLIC AIRWAYS HOLDINGS INC., a Delaware corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (the "Borrower" or "Grantor"), the other Credit Parties from time to time party thereto, each as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, the lenders from time to time party thereto, and the Administrative Agent, in favor of the Grantor. Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of May 13, 2016 (the "Trademark Security Agreement"), between the Grantor and the Administrative Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on May 16, 2016 on Reel 5794 Frame 0062, the Grantor pledged to the Administrative Agent a continuing security interest in all of its right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), which includes, without limitation, the trademark registrations set forth on Schedule I hereto, the goodwill associated therewith, and all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement, misappropriation, violation, dilution, misuse or breach with respect to any of the foregoing; and

**WHEREAS**, the Borrower has repaid the Credit Agreement, as described in the Payoff Letter dated May 1, 2017, executed by the Administrative Agent and acknowledged by the Borrower (the "Payoff Letter"), and has satisfied all Obligations thereunder, and the Administrative Agent has agreed to release its security interest in and lien on the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent hereby agrees as follows:

The Administrative Agent hereby (i) terminates the Trademark Security Agreement and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademark Collateral, including the goodwill associated therewith, in each case without recourse and without any representation or warranty and (ii) dissolves any and all liens and encumbrances respecting the Trademark Collateral under the Trademark Security Agreement or otherwise.

If and to the extent the Administrative Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, then conditioned expressly upon the effectiveness of the Payoff Letter, the Administrative Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor.

The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks record this Release.

The Administrative Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense.

**THIS RELEASE 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.**

(Signature page follows)

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELTA AIR LINES, INC., as  
Administrative Agent

By: 

Name: Kenneth W. Morge II

Title: Vice President & Treasurer

[Signature Page to Trademark Security Agreement Release]

**TRADEMARK**  
**REEL: 006046 FRAME: 0913**

**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