

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MN Airlines, LLC		04/11/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5086348	SUN COUNTRY CONNECTIONS	
Registration Number:	4703156	S	
Registration Number:	4703155	S	
Registration Number:	4703000	SUN COUNTRY	
Registration Number:	4703001	SUN COUNTRY	
Registration Number:	3785170	UFLY	
Registration Number:	2126040	SUN COUNTRY VACATIONS	
Registration Number:	2326946	S	
Registration Number:	1303139	SUN COUNTRY AIRLINES	
Serial Number:	87687856	BUNDLE & GO	
Serial Number:	87687863	CHECK & GO	
Serial Number:	87687847	GRAB & GO	
Serial Number:	87687867	STORE & GO	
Serial Number:	87496465	SUN COUNTRY DAY	
Serial Number:	87213977	MINNESOTA'S HOMETOWN AIRLINE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 5086348

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

Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/16/2018

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MN Airlines, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company - Minnesota _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 11, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08380.912

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

April 12, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of April 11, 2018 (this "Agreement"), made by MN AIRLINES, LLC, a Minnesota limited liability company (the "Pledgor"), in favor of BARCLAYS BANK PLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of April 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among MN AIRLINES, LLC (D/B/A SUN COUNTRY AIRLINES) (from and after the Closing Date) (the "Borrower"), each subsidiary of the Borrower identified therein and BARCLAYS BANK, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(i) all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

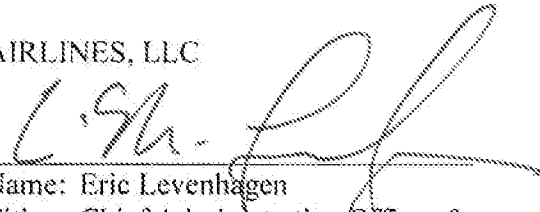
SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MN AIRLINES, LLC

By:

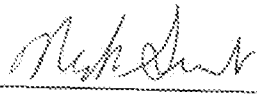

Name: Eric Levenhagen

Title: Chief Administrative Officer &
General Counsel, Executive
Vice President, Secretary

[Signature Page to Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 006358 FRAME: 0895




BARCLAYS BANK PLC, as Collateral Agent

By: 
Name: **Nick Guzzardo**
Title: Assistant Vice President

Schedule I
to Trademark Security Agreement

Trademarks Owned by MN Airlines, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUN COUNTRY CONNECTIONS <small>SUN COUNTRY CONNECTIONS</small>	5086348	22-NOV-2016
S 	4703156	17-MAR-2015
S 	4703155	17-MAR-2015
SUN COUNTRY <small>SUN COUNTRY</small>	4703000	17-MAR-2015
SUN COUNTRY <small>SUN COUNTRY</small>	4703001	17-MAR-2015
UFLY UFLY	3785170	04-MAY-2010
SUN COUNTRY VACATIONS	2126040	30-DEC-1997
S 	2326946	07-MAR-2000
SUN COUNTRY AIRLINES	1303139	30-OCT-1984

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
BUNDLE & GO	87687856	16-NOV-2017
CHECK & GO	87687863	16-NOV-2017

GRAB & GO	87687847	16-NOV-2017
STORE & GO	87687867	16-NOV-2017
SUN COUNTRY DAY SUN COUNTRY DAY	87496465	19-JUN-2017
MINNESOTA'S HOMETOWN AIRLINE MINNESOTA'S HOMETOWN AIRLINE	87213977	24-OCT-2016