

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envoy Air Inc.		03/06/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	American Airlines, Inc.		
Street Address:	1 Skyview Drive		
Internal Address:	MD 8B503		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76155		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4867612	ENVOY	
CORRESPONDENCE DATA			
Fax Number:	3124568435		
<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:	312.456.8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Eric J. Maiers, Greenberg Traurig, LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	177306.097300		
NAME OF SUBMITTER:	Eric J. Maiers		
SIGNATURE:	/Eric J. Maiers/		
DATE SIGNED:	03/06/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

WHEREAS, **Envoy Air Inc.**, ("Assignor"), a Delaware corporation, has agreed to sell and assign to **American Airlines, Inc.**, ("Assignee"), a Delaware corporation, the entire right, title, interest, goodwill in and to the trademarks ENVOY, ENVOY CLASS, ENVOY LOUNGE and any and all other ENVOY-formative marks owned by Assignee, including but not limited to the trademarks identified on attached Exhibit A (collectively, the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

In WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date written below.

Envoy Air Inc. (Assignor)

By: *P. Fabreas*
 (signature)

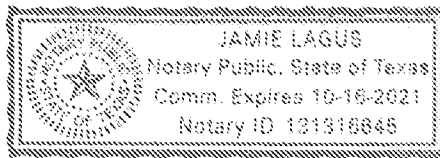
Printed Name: PEDRO FABREAS

Title: CEO & PRESIDENT

Date: MARCH 06, 2020

Subscribed and sworn to before me, a notary public, on the below date.

State of Texas)
) SS.
County of Tarrant)



Signed: *Jamie Lagus*

Name: JAMIE LAGUS , Notary Public

Date: MARCH 06, 2020

My commission expires: 10-16-2021

In WITNESS WHEREOF, Assignee has caused this instrument to be executed on the date written below.

American Airlines, Inc. (Assignee)

By: [Signature]
(signature)

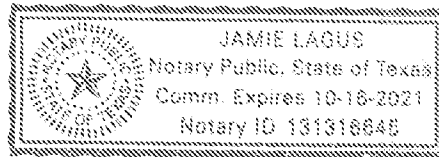
Printed Name: HOWARD BROADFIELD

Title: CHIEF IT & DATA CENTER

Date: 6 MARCH 2020

Subscribed and sworn to before me, a notary public, on the below date.

State of Texas)
) SS.
County of Tarrant)



Signed: [Signature]

Name: JAMIE LAGUS, Notary Public

Date: MARCH 06, 2020

My commission expires: 10-16, 2021

EXHIBIT A
TRADEMARKS

Trademark	Country	Int. Classes	App No	Reg No	Reg Date
ENVOY	Antigua and Barbuda	37,39	1197890 (IR)	1197890 (IR)	13 Jan 2014
ENVOY	Bahamas	39	38174	38174	1 Jul 2014
ENVOY	British Virgin Islands	37, 39	17258	7059	22 Sep 2015
ENVOY	Canada		1,659,314	TMA959729	10 Jan 2017
ENVOY	Cayman Islands	37, 39	1200085		
ENVOY	Cuba	37,39	1197890 (IR)		
ENVOY	Dominica	37, 39	72/2014	72/2014	13 Jan 2014
ENVOY	Dominican Republic	37, 39	729392	210929	15 Apr 2014
ENVOY	EUTM	35	008 428 427	008 428 427	22 Mar 2010
ENVOY	EUTM	37, 39	013 035 621	013 035 621	18 Nov 2014
ENVOY	International	37,39	1197890 (IR)	1197890 (IR)	13 Jan 2014
ENVOY	Mexico	37	1197890 (IR)	1197890 (IR)	13 Jan 2014
ENVOY	Mexico	39	1197890 (IR)	1197890 (IR)	13 Jan 2014
ENVOY	Sint Maarten	37, 39	SD-14052	14468	27 Feb 2014
ENVOY	United Kingdom	37, 39	3037596	3037596	13 Jan 2014
ENVOY	United States of America	37, 39	86/164,145	4,867,612	8 Dec 2015
ENVOY CLASS	Canada		828404	TMA535540	24 Oct 2000
ENVOY CLASS	Mexico	39	279988	637099	15 Dec 1999
ENVOY LOUNGE	Canada		828406	TMA535712	25 Oct 2000
ENVOY LOUNGE	Mexico	39	279987	644458	29 Feb 2000