

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599131

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SKYMILES IP LTD. | | 09/23/2020 | Company: CAYMAN ISLANDS |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. BANK NATIONAL ASSOCIATION, as the Master Collateral Agent | | |
| Street Address: | 1349 W. Peachtree Street, NW, Suite 1050 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30309 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1968255 | SKYMILES | |
| Registration Number: | 4745107 | SKYMILES EXPERIENCES | |
| Registration Number: | 2594082 | MEDALLION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125305219 | | |
| <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: | 2125305096 | | |
| Email: | dcip@milbank.com, nbrowand@milbank.com | | |
| Correspondent Name: | Milbank LLP | | |
| Address Line 1: | 55 Hudson Yards | | |
| Address Line 2: | Attn: Nathaniel T. Browand | | |
| Address Line 4: | New York, NEW YORK 10001-2163 | | |
| ATTORNEY DOCKET NUMBER: | 30045.00212 | | |
| NAME OF SUBMITTER: | Nathaniel T. Browand | | |
| SIGNATURE: | /Nathaniel T. Browand/ | | |
| DATE SIGNED: | 09/23/2020 | | |
| Total Attachments: 6 | | | |
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 23, 2020 (this “**Agreement**”), is made by SKYMILES IP LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Grantor**”), in favor of U.S. BANK NATIONAL ASSOCIATION, as the Master Collateral Agent for the benefit of the Senior Secured Parties.

W I T N E S S E T H:

WHEREAS, in connection with the execution and delivery of this Agreement, reference is made to (i) that certain Term Loan Credit and Guaranty Agreement, dated as of September 23, 2020, by and among, *inter alia*, Delta Air Lines, Inc. (“**Delta**”) and the Grantor, as borrowers (the “**Borrowers**”); SkyMiles Holdings Ltd., SkyMiles IP Holdings Ltd., and SkyMiles IP Finance Ltd. (the “**Guarantors**”), as guarantors; the lenders party thereto; Barclays Bank PLC, as administrative agent; U.S. Bank National Association, as collateral administrator, collateral custodian and master collateral agent; (ii) that certain Indenture, dated as of the date hereof (as amended, restated, amended and restated, supplemented, waived and or otherwise modified, refinanced, replaced or extended), by and among, *inter alia*, Delta and the Grantor, as issuers; the Guarantors, as guarantors; and U.S. Bank National Association, as trustee; and (iii) that certain Security Agreement, dated as of September 23, 2020 (the “**Security Agreement**”), by and among the Grantor and SkyMiles IP Finance Ltd., as grantors, and U.S. Bank National Association, as Master Collateral Agent;

WHEREAS, in order to induce the Senior Secured Parties to enter into their respective Senior Secured Debt Documents and to extend credit to the Borrowers, the Grantor has agreed to grant a continuing lien on its Collateral to secure the Senior Secured Debt Obligations;

WHEREAS, the Grantor may, from time to time, incur additional senior secured debt obligations and, in order to induce the applicable holders of such obligations to enter into the applicable debt documents and to make the applicable debt available to the Grantor as provided therein, the Grantor agrees to grant to the Master Collateral Agent, for the benefit of the Senior Secured Parties, a continuing Lien on the Collateral to secure such additional obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Master Collateral Agent, for the benefit of the Senior Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all SkyMiles Intellectual Property, including the trademarks, that are not Excluded Property;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Senior Secured Party to extend credit to the Borrowers, the Grantor hereby agrees with the Master Collateral Agent, for the benefit of the Senior Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings given to them in the Security Agreement, or if not defined therein, in that certain Collateral Agency

and Accounts Agreement, dated as of September 23, 2020, among the Grantor, Delta, each other grantor from time to time party thereto, the Depository, the Collateral Administrator, each other Senior Secured Debt Representative from time to time party thereto and the Master Collateral Agent.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Master Collateral Agent, for the benefit of the Senior Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Senior Secured Debt Obligations, but excluding the Excluded Property:

(i) the trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any “intent to use” trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark application or any registration issuing therefrom under federal law.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement in accordance with Section 7.17 thereof, the Master Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of the Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Senior Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

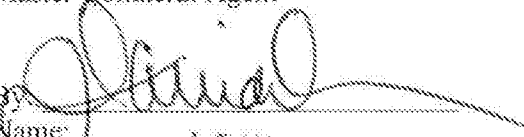
SKYMILES IP LTD.,
as a Grantor

By: 
Name: Barbara Quiroga
Title: Vice President and Treasurer

Project Star
Grant of Security Interest in Trademark

TRADEMARK
REEL: 007059 FRAME: 0287

U.S. BANK NATIONAL ASSOCIATION, as the
Master Collateral Agent

By: 
Name: J. DAVID DECKER
Title: VICE PRESIDENT

Project Star
Consent of Security Interest in Trademark

TRADEMARK
REEL: 007059 FRAME: 0288

SCHEDULE A

U.S. Trademark Registrations and Applications

| MARK | SERIAL NO. FILING DATE | REG. NO. REG. DATE |
|----------------------|---------------------------|-------------------------|
| SKYMILES | 74655555 Apr 3, 1995 | 1968255 Apr 16, 1996 |
| SKYMILES EXPERIENCES | 86317298 Jun 23, 2014 | 4745107 May 26, 2015 |
| MEDALLION | 76202308 Jan 30, 2001 | 2594082 Jul 16, 2002 |