

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRUPO AEROMEXICO, S.A.B. DE C.V.		11/06/2020	Company: MEXICO
RECEIVING PARTY DATA			
Name:	UMB BANK NATIONAL ASSOCIATION		
Street Address:	2 SOUTH BROADWAY		
Internal Address:	SUITE 600		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Serial Number:	74081482	AEROMEXICO	
Serial Number:	74319051	SALON PREMIER	
Serial Number:	74577594	AEROMEXICO	
Serial Number:	74496758	GRAN PLAN DE AEROMEXICO	
Serial Number:	75118337	AEROMEXICO VACATIONS	
Serial Number:	75118346	GRAN PLAN	
Serial Number:	75229943		
Serial Number:	75236044	AEROMEXICO	
Serial Number:	76126565	AEROMEXICO.COM	
Serial Number:	78424901	GRAN PLAN DE AEROMEXICO	
Serial Number:	78829761	GRAN PLAN AEROMEXICO	
Serial Number:	85309451	AEROMEXICO SERVICIOS	
Serial Number:	85291571	AEROMEXICO CARGO	
Serial Number:	85235624	AEROMEXICO. CARGO	
Serial Number:	85558375	AEROMEXICO MEXICO'S GLOBAL AIRLINE	
Serial Number:	85740892	AEROMEXICO AIRLINES	
Serial Number:	85766198	AEROMEXICO STORE	
Serial Number:	85766246	AEROMEXICO DISCOUNT PASS	
TRADEMARK			

CH \$1040.00 74081482

Property Type	Number	Word Mark
Serial Number:	85911077	GRAN PLAN SPORTS AEROMEXICO
Serial Number:	85945646	AM PLUS +
Serial Number:	85964680	AEROMEXICO EXPRESS
Serial Number:	85964699	AEROMEXICO EXPRESS
Serial Number:	86039166	AEROMEXICO CONTIGO
Serial Number:	86130855	AEROMEXICO CONCIERGE
Serial Number:	86167495	AEROMEXICO
Serial Number:	86266114	BUSINESS TRAVEL AEROMEXICO
Serial Number:	86267113	AEROMEXICO CONCIERGE
Serial Number:	86292623	DISFRUTA AM
Serial Number:	86292655	DISFRUTA AEROMEXICO
Serial Number:	86348486	TRAVEL INSURANCE AEROMEXICO
Serial Number:	87163490	PUNTOS PREMIER
Serial Number:	87163600	PREMIER POINTS
Serial Number:	86936746	EN AEROMEXICO TE DEMOSTRAMOS QUE ES DIST
Serial Number:	86957029	AM VACATIONS
Serial Number:	86983474	ROMPIENDO MITOS
Serial Number:	86781988	PASE AEROMÁGICO
Serial Number:	86782178	PASE AEROMÁGICO
Serial Number:	86782258	PASE AEROMÁGICO
Serial Number:	87938836	AEROMEXICO SHOWS YOU THAT IT ¿S DIFFERENT
Serial Number:	75345069	MUNDO PREMIER
Serial Number:	75345068	MUNDO PREMIER

CORRESPONDENCE DATA

Fax Number:

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.

Email: cmeredithgoujon@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: CLAUDINE MEREDITH-GOUJON

Address Line 1: PAUL WEISS RIFKIND WHARTON & GARRISON LLP

Address Line 2: 1285 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	020300-00002
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	11/12/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 6, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by **GRUPO AEROMÉXICO, S.A.B. DE C.V.**, a company organized and existing under the laws of Mexico (the “**Grantor**”) in favor of **UMB BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States, as collateral agent for the DIP Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of November 6, 2020 (the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the DIP Secured Parties, a security interest in and continuing lien on, with the priority set forth in Section 3.01 of the Credit Agreement, all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all U.S. trademark registrations and applications, including, without limitation, the registrations and applications listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time) and all extensions or renewals of any of the foregoing, together with (i) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (ii) all accrued and unaccrued causes of action (whether in contract, tort or otherwise) or the right to claim, sue or collect damages for or enjoin or obtain other legal or equitable relief for or otherwise recover for any past, present and future infringement, misuse, dilution, unfair competition or other violation of any of the foregoing or for any injury to the related goodwill, and (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

For the avoidance of doubt, this Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the accepted filing of a

“Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” whereby such “intent-to-use” application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely 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 any registration that issues from such “intent-to-use” application under applicable federal law..

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the DIP Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of this Agreement are supplemental to and not in replacement of the terms of the Pledge and Security Agreement, and the rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the Pledge and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation

Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register, and Grantor hereby agrees to file at the United States Patent and Trademark Office, this Agreement upon request by the Collateral Agent, and Grantor hereby agrees to furnish to the Collateral Agent evidence of such recordation and registration.

SECTION 5. Termination

Subject to Section 11 of the Pledge and Security Agreement, upon the full payment and performance of the Secured Obligations and the cancellation or termination of the DIP Commitments, upon written request of the Grantor, the Collateral Agent shall (at the Grantor’s sole cost and expense) execute and deliver to the Grantor or otherwise authorize the filing of a document, in a form and substance reasonably satisfactory to the Grantor and the Collateral Agent, releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Governing Law

EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE OTHER DIP LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

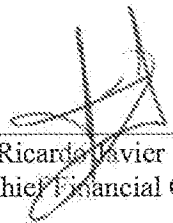
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grupo Aeroméxico, S.A.B de C.V.,
as the Grantor

By: 
Name: Ricardo Javier Sánchez Baker
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007104 FRAME: 0358

Accepted and Agreed:

UMB BANK NATIONAL ASSOCIATION,

as Collateral Agent.

By: 

Authorized Signatory

[Signature Page to the Trademark Security Agreement (Grupo Aeroméxico)]

TRADEMARK
REEL: 007104 FRAME: 0359

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Registration Date	Registration No.
AEROMEXICO	74081482	9/1/1992	1712266
SALON PREMIER	74319051	2/28/1995	1880911
AEROMEXICO	74577594	11/28/1995	1938267
GRAN PLAN DE AEROMEXICO	74496758	3/12/1996	1961352
AEROMEXICO VACATIONS	75118337	3/17/2018	2145333
GRAN PLAN	75118346	9/22/1998	2191253
LOGO (CABALLERO ÁGUILA)	75229943	9/7/1999	2276355
AEROMEXICO	75236044	11/16/1999	2293104
AEROMEXICO.CO M	76126565	8/14/2002	2606732
GRAN PLAN DE AEROMEXICO	78424901	10/18/2005	3007465
GRAN PLAN AEROMEXICO	78829761	10/30/2007	3324088
AEROMEXICO SERVICIOS	85309451	3/13/2012	4111227
AEROMEXICO CARGO	85291571	3/30/2011	4117440
AEROMEXICO CARGO	85235624	7/17/2012	4173807
AEROMEXICO MEXICO'S GLOBAL AIRLINE	85558375	4/30/2013	4329276
AEROMEXICO AIRLINES	85740892	9/28/2012	4442416
AEROMEXICO STORE	85766198	1/7/2014	4461066
AEROMEXICO DISCOUNT PASS	85766246	1/14/2014	4464743
GRAN PLAN SPORTS AEROMEXICO	85911077	2/4/2014	4477252

[Schedule A to the Trademark Security Agreement]

TRADEMARK
REEL: 007104 FRAME: 0360

Mark	Serial No.	Registration Date	Registration No.
AM PLUS +	85945646	2/4/2014	4477435
AEROMEXICO EXPRESS	85964680	4/29/2014	4520531
AEROMEXICO EXPRESS	85964699	4/29/2014	4520532
AEROMEXICO CONTIGO	86039166	6/10/2014	4546707
AEROMEXICO CONCIERGE	86130855	11/11/2014	4635802
AEROMEXICO	86167495	12/2/2014	4648074
BUSINESS TRAVEL AEROMEXICO	86266114	3/10/2015	4694756
AEROMEXICO CONCIERGE	86267113	3/10/2015	4694758
DISFRUTA AM	86292623	3/10/2015	4698747
DISFRUTA AEROMEXICO	86292655	3/10/2015	4698748
TRAVEL INSURANCE AEROMEXICO	86348486	1/10/2017	5119863
PUNTOS PREMIER	87163490	4/4/2017	5178505
PREMIER POINTS	87163600	4/4/2017	5178506
EN AEROMEXICO TE DEMOSTRAMOS QUE ES DISTINTO	86936746	3/11/2016	5304275
AM VACATIONS	86957029	10/31/2017	5320108
ROMPIENDO MITOS	86983474	3/11/2016	5383246
PASE AEROMÁGICO	86781988	6/5/2018	5483380
PASE AEROMÁGICO	86782178	6/5/2018	5483381
PASE AEROMÁGICO	86782258	6/5/2018	5483382
AEROMEXICO SHOWS YOU THAT IT'S DIFFERENT	87938836	8/27/2019	5842302
MUNDO PREMIER	75345069	3/14/2000	2330136
MUNDO PREMIER	75345068	3/14/200	2330135

[Schedule A to the Trademark Security Agreement]