

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON		02/04/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HAWAIIAN AIRLINES, INC.		
Street Address:	3375 Koapaka Street, Suite G-350		
City:	Honolulu		
State/Country:	HAWAII		
Postal Code:	96819		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3495058	HAWAIIANMILES	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	John L. Slafsky		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	39082-TM1016		
NAME OF SUBMITTER:	John L. Slafsky		
SIGNATURE:	/John L. Slafsky/		
DATE SIGNED:	02/04/2021		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 4, 2021, made by and between HAWAIIAN AIRLINES, INC. (“Grantor”) and THE BANK OF NEW YORK MELLON (the “Collateral Agent”).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement dated as of September 25, 2020, by and among Grantor, the grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) that certain related Trademark Security Agreement dated as of September 25, 2020 by and between Grantor and the Collateral Agent (“Trademark Security Agreement”) Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications identified on Schedule 1 attached hereto (the “Released Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 25, 2020, at Reel 7061 Frame 0816; and

WHEREAS, the Collateral Agent hereby agrees to release the security interest granted by Grantor in the Released Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby agree as follows:

1. Release of Security Interest

The Collateral Agent hereby absolutely, unconditionally and irrevocably terminates, releases, extinguishes and forever discharges the security interest and the continuing lien granted pursuant to the Security Agreement and the Trademark Security Agreement in and on all of Grantor’s right, title and interest in, to and under the Released Trademark Collateral. This Release of Security Interest in Trademarks shall be binding upon the Collateral Agent’s legal representatives, assigns and successors. The Collateral Agent also hereby authorizes, and requests, the Director of the United States Patent and Trademark Office or his delegate to record this Release of Security Interest in Trademarks against the Released Trademark Collateral.

2. Governing law

This Release of Security Interest in Trademarks shall be governed by, and construed in accordance with, the law of the State of New York.

3. Counterparts; Electronic communications

This Release of Security Interest in Trademarks may be executed (including through electronic signatures) 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. Notices and other communications may be delivered electronically (including by e-mail) and will be effective upon receipt, except that any record required to

be signed, executed or authenticated will only be effective when authenticated and delivered by electronic imaging means (e.g., .pdf or .tiff).

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be duly executed by its officers thereunto duly authorized as of the day and year first above written.

THE BANK OF NEW YORK MELLON, as the Collateral Agent

By:  _____

Name: Bret S. Derman

Title: Vice President

Schedule 1

REGISTERED TRADEMARKS

<u>No.</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>GRANTOR</u>
1.	HAWAIIANMILES	0005392091	Feb 18 2011	Hawaiian Airlines, Inc.
2.	HAWAIIANMILES (Katakana)	0005392092	Feb 18 2011	Hawaiian Airlines, Inc.
3.	HAWAIIANMILES (Stylized)	0005392094	Feb 18 2011	Hawaiian Airlines, Inc.
4.	HAWAIIANMILES	3495058	Sep 2 2008	Hawaiian Airlines, Inc.

TRADEMARK APPLICATIONS

None.

[Schedule 1 to Release of Security Interest in Trademarks]