

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HawaiianMiles Loyalty, Ltd.		02/04/2021	Limited Corporation: CAYMAN ISLANDS
Hawaiian Brand Intellectual Property, Ltd.		02/04/2021	Limited Corporation: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3944016	HAWAIIAN
Registration Number:	5288807	HAWAIIAN AIRLINES
Registration Number:	1312666	HAWAIIAN AIRLINES
Registration Number:	3990653	HAWAIIAN JETEXPRESS
Registration Number:	3882322	HAWAIIAN SKIES
Registration Number:	6102326	HAWAIIAN AIRLINES
Registration Number:	4581075	'OHANA BY HAWAIIAN
Registration Number:	4581074	'OHANA BY HAWAIIAN
Registration Number:	3495058	HAWAIIANMILES

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.

Phone: 2125305096

Email: nbrowand@milbank.com

Correspondent Name: Milbank LLP

Address Line 1: 55 Hudson Yards

CH \$240.00 3944016

Address Line 2: Attn: Nathaniel T. Browand
Address Line 4: New York, NEW YORK 10001

ATTORNEY DOCKET NUMBER: 28804.00065

NAME OF SUBMITTER: Nathaniel T. Browand

SIGNATURE: /Nathaniel T. Browand/

DATE SIGNED: 02/10/2021

Total Attachments: 5

source=Trademark Security Agreement [Executed]#page1.tif
source=Trademark Security Agreement [Executed]#page2.tif
source=Trademark Security Agreement [Executed]#page3.tif
source=Trademark Security Agreement [Executed]#page4.tif
source=Trademark Security Agreement [Executed]#page5.tif

**GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 4, 2021 (this “**Agreement**”), is made by HawaiianMiles Loyalty, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Loyalty Issuer**”), and Hawaiian Brand Intellectual Property, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Brand Issuer**”, and together with the Loyalty Issuer, the “**Grantors**” and each a “**Grantor**”), in favor of Wilmington Trust, National Association, as the Collateral Agent for the benefit of the Senior Secured Parties (the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, in connection with the execution and delivery of this Agreement, the Grantor is entering into (i) that certain Indenture, dated as of February 4, 2021 (the “**Indenture**”), by and among, *inter alia*, HawaiianMiles Loyalty, Ltd. and Hawaiian Brand Intellectual Property, Ltd. (the “**Co-Issuers**”), as co-issuers, Hawaiian Holdings, Inc., Hawaiian Airlines, Inc. (“**Hawaiian**”), Hawaiian Finance 1, Ltd. (“**HoldCo 1**”) and Hawaiian Finance 2, Ltd. (“**HoldCo 2**”), as guarantors; and Wilmington Trust, National Association, as trustee (in such capacity, the “**Trustee**”) and as collateral custodian, pursuant to which, among other things, the Co-Issuers are issuing the senior secured notes (the “**Notes**”), and (ii) that certain Security Agreement, dated as of February 4, 2021 (the “**Security Agreement**”), by and among the Co-Issuers, HoldCo 1, HoldCo 2 and the Collateral Agent; and

WHEREAS, in order to induce the Holders to purchase the Notes and to secure the Grantor’s obligations under the Senior Secured Debt Documents, the Grantor has agreed to grant a continuing Lien on its Collateral (as defined below) to secure the Senior Secured Debt Obligations; and

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 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 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 Pledged IP, 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 Holders to purchase the Notes, the Grantor hereby agrees with the 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 the Collateral Agency and Accounts Agreement, dated as of February 4, 2021, by and among, *inter alia*, the Co-Issuers, the Trustee and Wilmington Trust, National Association, as depositary and collateral agent.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the 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 “**Trademarks**”), 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 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.

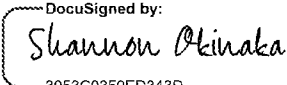
7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

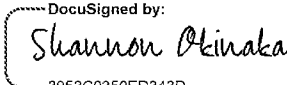
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

EXECUTED AS A DEED ON BEHALF OF:

HAWAIIANMILES LOYALTY, LTD.

By:  _____
Name: Shannon L. Okinaka
Title: Director

**HAWAIIAN BRAND INTELLECTUAL
PROPERTY, LTD.**

By:  _____
Name: Shannon L. Okinaka
Title: Director

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the Collateral Agent

By: 

Name: Anna Rosall Woolery

Title: Vice President



Grant of Security Interest in Trademarks

TRADEMARK
REEL: 007189 FRAME: 0026

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

Mark	Application Number	Application Date	Registration Number	Registration Date
HAWAIIAN	85105212	Aug 11 2010	3944016	Apr 12 2011
HAWAIIAN AIRLINES	87082389	Jun 23 2016	5288807	Sep 19 2017
HAWAIIAN AIRLINES	73446642	Oct 5 1983	1312666	Jan 1 1985
HAWAIIAN JETEXPRESS	77822969	Sep 9 2009	3990653	Jul 5 2011
HAWAIIAN SKIES	77866501	Nov 5 2009	3882322	Nov 30 2010
	87137374	Aug 12 2016	6102326	Jul 14 2020
'OHANA BY HAWAIIAN	85862309	Feb 27 2013	4581075	Aug 5 2014
	85862307	Feb 27 2013	4581074	Aug 5 2014
HAWAIIANMILES	77287358	Sep 24 2007	3495058	Sep 2 2008