

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Country, Inc.		02/10/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2326946	S	
Registration Number:	4703155	S	
Registration Number:	4703156	S	
Registration Number:	4703000	SUN COUNTRY	
Registration Number:	4703001	SUN COUNTRY	
Registration Number:	1303139	SUN COUNTRY AIRLINES	
Registration Number:	5086348	SUN COUNTRY CONNECTIONS	
Registration Number:	2126040	SUN COUNTRY VACATIONS	
Registration Number:	6000367	SUN COUNTRY REWARDS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		

OP \$240.00 2326946

SIGNATURE:	/Doris Ka/
DATE SIGNED:	02/11/2021
Total Attachments: 6 source=07. Sun Country - Trademark Security Agreement#page1.tif source=07. Sun Country - Trademark Security Agreement#page2.tif source=07. Sun Country - Trademark Security Agreement#page3.tif source=07. Sun Country - Trademark Security Agreement#page4.tif source=07. Sun Country - Trademark Security Agreement#page5.tif source=07. Sun Country - Trademark Security Agreement#page6.tif	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of February 10, 2021 (this “Agreement”), made by SUN COUNTRY, INC., a Minnesota corporation (the “Pledgor”), in favor of BARCLAYS BANK PLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of February 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among SUN COUNTRY, INC. (the “Borrower”), each subsidiary of the Borrower identified therein and BARCLAYS BANK PLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

(i) all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The

words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent or the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUN COUNTRY, INC.

DocuSigned by:
Jude Bricker
525707660970497...

By: _____

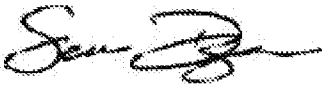
Name: Jude Bricker

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007189 FRAME: 0377

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: Sean Duggan
Title: Vice President

Schedule I
to Trademark Security Agreement

Trademarks Owned by Sun Country, Inc.

U.S. Trademark Registrations

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Sun Country, Inc.	S & Design 	74556685	08/03/1994	2326946	03/07/2000
2.	Sun Country, Inc.	S & Design 	86338364	07/16/2014	4703155	03/17/2015
3.	Sun Country, Inc.	S & Design 	86338366	07/16/2014	4703156	03/17/2015
4.	Sun Country, Inc.	SUN COUNTRY	86328903	07/04/2014	4703000	03/17/2015
5.	Sun Country, Inc.	SUN COUNTRY	86328905	07/04/2014	4703001	03/17/2015
6.	Sun Country, Inc.	SUN COUNTRY AIRLINES	73408766	01/10/1983	1303139	10/30/1984
7.	Sun Country, Inc.	SUN COUNTRY CONNECTIONS	87000458	04/14/2016	5086348	11/22/2016
8.	Sun Country, Inc.	SUN COUNTRY VACATIONS	74730883	09/18/1995	2126040	12/30/1997
9.	Sun Country, Inc.	SUN COUNTRY REWARDS	88434366	05/16/2019	6000367	03/03/2020