

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAdvantage Loyalty IP Ltd.		03/24/2021	Exempted Limited Liability: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Master Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2187483	AADVANTAGE	
Registration Number:	4897372	AADVANTAGE	
Registration Number:	5441149	AADVANTAGE	
Registration Number:	5640441	AADVANTAGE	
Registration Number:	1832881	AADVANTAGE DIAL-IN	
Registration Number:	2247386	AADVANTAGE EXECUTIVE PLATINUM	
Registration Number:	5730804	AADVANTAGE EXECUTIVE PLATINUM	
Registration Number:	3789842	AADVANTAGE GOLD	
Registration Number:	5559147	AADVANTAGE GOLD	
Registration Number:	5993529	AADVANTAGE MILEUP	
Registration Number:	3789843	AADVANTAGE PLATINUM	
Registration Number:	5559148	AADVANTAGE PLATINUM	
Registration Number:	5556331	AADVANTAGE PLATINUM PRO	
Registration Number:	2419098	AADVANTAGE VACATION AWARDS	
Registration Number:	1735318	AANYTIME	
Registration Number:	5891628	FLIGHT CENTS	
Registration Number:	5993530	MILEUP	
Registration Number:	5556330	PLATINUM PRO	

CH \$540.00 2187483

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88017779	ESHOPPING
Serial Number:	90375286	FLIGHT CENTS
Serial Number:	87949319	SIMPLYMILES

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 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:	30045.00219
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	03/25/2021

Total Attachments: 7

- source=21. Project Sapphire - Trademark Security Agreement [Executed]#page1.tif
- source=21. Project Sapphire - Trademark Security Agreement [Executed]#page2.tif
- source=21. Project Sapphire - Trademark Security Agreement [Executed]#page3.tif
- source=21. Project Sapphire - Trademark Security Agreement [Executed]#page4.tif
- source=21. Project Sapphire - Trademark Security Agreement [Executed]#page5.tif
- source=21. Project Sapphire - Trademark Security Agreement [Executed]#page6.tif
- source=21. Project Sapphire - Trademark Security Agreement [Executed]#page7.tif

**GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 24, 2021 (this "**Agreement**"), is made by AAdvantage Loyalty IP Ltd. (the "**Grantor**"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely 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 March 24, 2021 (the "**Credit Agreement**"), by and among, *inter alios*, American Airlines Inc. ("**American**") and the Grantor, as co-borrowers (the "**Borrowers**"); AAdvantage Holdings 2, Ltd. ("**HoldCo 2**"), AAdvantage Holding 1, Ltd. ("**HoldCo 1**"), American Airlines Group Inc. ("**Parent**") and certain other Subsidiaries of Parent from time to time party thereto as guarantors (the "**Guarantors**"); the lenders party thereto (the "**Lenders**"); Barclays Bank PLC, as Administrative Agent (the "**Administrative Agent**"); and Wilmington Trust, National Association, not in its individual capacity but solely as collateral administrator (in such capacity, the "**Collateral Administrator**"); (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, the "**Indenture**"), by and among, *inter alios*, American and Loyalty Co, as co-issuers; Parent, HoldCo 1, HoldCo 2 and certain other Subsidiaries of Parent from time to time party thereto, as guarantors; and Wilmington Trust, National Association, not in its individual capacity but solely as trustee (in such capacity, the "**Trustee**") and as collateral custodian; and (iii) that certain Security Agreement, dated as of March 24, 2021 (the "**Security Agreement**"), by and among Loyalty Co, HoldCo 2, HoldCo 1 and any additional grantors joined thereto as grantors, and Wilmington Trust, National Association, not in its individual capacity but solely 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 AAdvantage 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 applicable Senior Secured Parties 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 March 24, 2021, among the Borrowers, each other grantor from time to time party thereto, the Depositary, the Master Collateral Agent, the Collateral Administrator, the Trustee and each other Senior Secured Debt Representative from time to time party thereto.

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 United States 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 Agreement.

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.

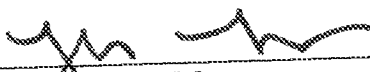
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures 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.

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.

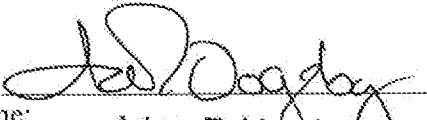
Executed as a Deed on behalf of
AADVANTAGE LOYALTY IP LTD.
as Grantor

By: 
Name: Meghan B. Montana
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007231 FRAME: 0763

Wilmington Trust, National Association, as the
Master Collateral Agent

By: 
Name: Adam R. Vogelsong
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007231 FRAME: 0764

SCHEDULE A

U.S. Trademark Registrations and Applications

[See Attached]

Trademark	Application Date	Application No	Registration Date	Registration No
AADVANTAGE	30 May 1997	75/300,447	8 Sep 1998	2,187,483
AADVANTAGE	23 Dec 2014	86/489,030	9 Feb 2016	4,897,372
AADVANTAGE	22 Nov 2016	87/245,887	10 Apr 2018	5,441,149
AADVANTAGE	8 Sep 2017	87/601,683	1 Jan 2019	5 640 441
AADVANTAGE DIAL-IN	21 Jun 1993	74/403,529	26 Apr 1994	1,832,881
AADVANTAGE EXECUTIVE PLATINUM	1 Dec 1997	75/398,056	25 May 1999	2,247,386
AADVANTAGE EXECUTIVE PLATINUM	8 Sep 2017	87/601,761	23 Apr 2019	5.730.804
AADVANTAGE GOLD	11 Sep 2009	77/824,679	18 May 2010	3,789,842
AADVANTAGE GOLD	8 Sep 2017	87/601,718	11 Sep 2018	5 559 147
AADVANTAGE MILEUP	21 May 2018	87/929,790	25 Feb 2020	5.993.529
AADVANTAGE PLATINUM	11 Sep 2009	77/824,680	18 May 2010	3,789,843
AADVANTAGE PLATINUM	8 Sep 2017	87/601,738	11 Sep 2018	5 559 148
AADVANTAGE PLATINUM PRO	13 Sep 2016	87/169,936	4 Sep 2018	5 556 331
AADVANTAGE VACATION AWARDS	14 Dec 1999	75/871,563	9 Jan 2001	2,419,098
AANYTIME	29 Jul 1991	74/189,480	24 Nov 1992	1,735,318
ESHOPPING and Design	27 Jun 2018	88/017,779		
FLIGHT CENTS	26 Oct 2016	87216745	22 Oct 2019	5891628
FLIGHT CENTS and Design	11 Dec 2020	90375286		
MILEUP	21 May 2018	87/929,799	25 Feb 2020	5.993.530
PLATINUM PRO	13 Sep 2016	87/169,915	4 Sep 2018	5 556 330
SIMPLYMILES	5 Jun 2018	87/949,319		