

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AEROVÍAS DEL CONTINENTE AMERICANO S.A. - AVIANCA		12/01/2021	Sociedad Anonima: COLOMBIA
TAMPA CARGO S.A.S.		12/01/2021	Société Par Actions Simplifiée (Sas): COLOMBIA
INTERNATIONAL TRADE MARKS AGENCY INC.		12/01/2021	Sociedad Anonima: PANAMA
LATIN LOGISTICS, LLC		12/01/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	GLAS AMERICAS LLC, AS COLLATERAL TRUSTEE
Street Address:	3 SECOND STREET, SUITE 206
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	0731305	AVIANCA
Registration Number:	0750703	AVIANCA
Registration Number:	3210055	AVIANCA
Registration Number:	5061926	AVIANCA.COM
Registration Number:	4625666	AVIANCA CARGO
Registration Number:	1666987	AVIANCA EXPRESS
Serial Number:	90431200	AVIANCA S
Serial Number:	90431212	AVIANCA M
Serial Number:	90433440	AVIANCA L
Serial Number:	90426562	AVIANCA XS
Serial Number:	90433482	AVIANCA XL
Serial Number:	90426547	AVIANCA XXS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90434045	AVIANCA XXL
Serial Number:	90434457	S
Serial Number:	90434478	M
Serial Number:	90439915	L
Serial Number:	90434438	XS
Serial Number:	90439953	XL
Serial Number:	90425729	XXS
Serial Number:	90440051	XXL
Registration Number:	4457320	DEPRISA
Registration Number:	4820444	SIEMPRE EFICIENTE. SIEMPRE DEPRISA.
Registration Number:	5184911	FLYBOX
Registration Number:	3537111	TAMPA CARGO

CORRESPONDENCE DATA

Fax Number: 2128225096

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: nbrowand@milbank.com

Correspondent Name: MILBANK%20LLP

Address Line 1: 55%20Hudson%20Yards

Address Line 2: Attn%3a%20Nathaniel%20T.%20Browand

Address Line 4: New%20York, NEW%20YORK 10001

ATTORNEY DOCKET NUMBER:	44810.00034
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	12/01/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated December 1, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantor**”) in favor of GLAS AMERICAS LLC, not in its individual capacity but solely as collateral trustee (in such capacity, together with its successors and assigns in such capacity, if any, the “**Collateral Trustee**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the U.S. Intellectual Property Security Agreement referred to below.

WHEREAS, AVIANCA MIDCO 2 LIMITED, incorporated and existing under the laws of England and Wales (the “**Company**” or the “**Issuer**”), AVIANCA GROUP INTERNATIONAL LIMITED (the “**Parent**”), certain subsidiaries of the Parent, WILMINGTON SAVINGS FUND SOCIETY, FSB, as Trustee, Registrar, Transfer Agent and Principal Paying Agent, and GLAS AMERICAS LLC, as Collateral Trustee, have entered into (i) that certain Indenture dated as of December 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**A-1 Senior Secured Notes Indenture**”), pursuant to which the Issuer will issue its 9.000% Tranche A-1 Senior Secured Notes Due 2028, (ii) that certain Indenture dated as of December 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**A-2 Senior Secured Notes Indenture**”) and together with the A-1 Senior Secured Notes Indenture, the “**Senior Secured Notes Indentures**”), pursuant to which the Issuer will issue its 9.000% Tranche A-2 Senior Secured Notes Due 2028 and (iii) that certain Collateral Trust Agreement, dated as of December 1, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Trust Agreement**”).

WHEREAS, in connection with the Senior Secured Notes Indentures, the Grantors have entered into the U.S. Intellectual Property Security Agreement dated December 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**U.S. Intellectual Property Security Agreement**”) in favor of the Collateral Trustee pursuant to which Grantors granted to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which Grantors are required to execute and deliver this IP Security Agreement for recording with the U.S. Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security Interest in Collateral. As security for the Secured Obligations, each Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”): the United States registered Trademarks (as defined in the Intellectual Property

Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto. Notwithstanding the foregoing or any other provision in this IP Security Agreement, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

SECTION 2. Security Agreement. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustee with respect to the Collateral are more fully set forth in the U.S. Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the U.S. Intellectual Property Security Agreement, the terms of the U.S. Intellectual Property Security Agreement shall govern.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication or electronic mail), each of which shall be an original and all of which together shall constitute one and the same instrument.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Severability. In case any provision in this IP Security Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein and in the U.S. Intellectual Property Security Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any term or provision hereof invalid or unenforceable in any respect.

SECTION 7. Collateral Trustee. It is expressly understood and agreed by the parties hereto that this IP Security Agreement is executed and delivered by GLAS Americas LLC, not individually but solely as Collateral Trustee under the Collateral Trust Agreement and Security Debt Documents, solely in the exercise of the powers and authority conferred and vested in it under the Collateral Trust Agreement and Security Debt Documents. In connection with the Collateral Trustee entering into and in the performance of its duties under any of this IP Security Agreement, to the extent not already provided for herein or therein, the Collateral Trustee shall be entitled to the benefit of every provision of the Collateral Trust Agreement and Security Debt Documents limiting the liability of or affording rights, privileges, protections, exculpations, immunities,

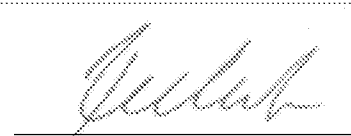
indemnities or benefits to the Collateral Trustee as if they were expressly set forth herein, *mutatis mutandis*.

[Remainder of Page Intentionally Blank]

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

**AEROVÍAS DEL CONTINENTE
AMERICANO S.A. – AVIANCA**
as Grantor

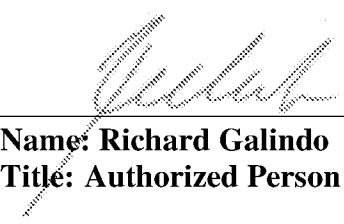
By:



Name: Richard Galindo
Title: Authorized Person

TAMPA CARGO S.A.S.
as Grantor

By:



Name: Richard Galindo
Title: Authorized Person

**INTERNATIONAL TRADE MARKS AGENCY
INC.**
as Grantor

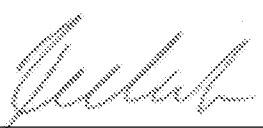
By:



Name: Richard Galindo
Title: Authorized Person

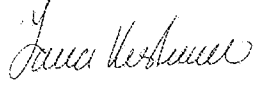
LATIN LOGISTICS, LLC
as Grantor

By:



Name: Richard Galindo
Title: Authorized Person

GLAS AMERICAS LLC,
as Collateral Trustee

By: 

Name: Yana Kislenko
Title: Vice President