

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRUPO AEROMEXICO, S.A.B. DE C.V.		03/17/2022	Corporation: MEXICO
RECEIVING PARTY DATA			
Name:	UMB BANK NATIONAL ASSOCIATION		
Street Address:	2 SOUTH BROADWAY SUITE 600		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	1712266	AEROMEXICO	
Registration Number:	1880911	SALON PREMIER	
Registration Number:	1938267	AEROMEXICO	
Registration Number:	1961352	GRAN PLAN DE AEROMEXICO	
Registration Number:	2145333	AEROMEXICO VACATIONS	
Registration Number:	2191253	GRAN PLAN	
Registration Number:	2276355		
Registration Number:	2293104	AEROMEXICO	
Registration Number:	2606732	AEROMEXICO.COM	
Registration Number:	3007465	GRAN PLAN DE AEROMEXICO	
Registration Number:	3324088	GRAN PLAN AEROMEXICO	
Registration Number:	4111227	AEROMEXICO SERVICIOS	
Registration Number:	4117440	AEROMEXICO CARGO	
Registration Number:	4173807	AEROMEXICO. CARGO	
Registration Number:	4329276	AEROMEXICO MEXICO'S GLOBAL AIRLINE	
Registration Number:	4442416	AEROMEXICO AIRLINES	
Registration Number:	4461066	AEROMEXICO STORE	
Registration Number:	4464743	AEROMEXICO DISCOUNT PASS	
Registration Number:	4477252	GRAN PLAN SPORTS AEROMEXICO	
		TRADEMARK	

CH \$1015.00 1712266

Property Type	Number	Word Mark
Registration Number:	4477435	AM PLUS +
Registration Number:	4520531	AEROMEXICO EXPRESS
Registration Number:	4520532	AEROMEXICO EXPRESS
Registration Number:	4546707	AEROMEXICO CONTIGO
Registration Number:	4635802	AEROMEXICO CONCIERGE
Registration Number:	4648074	AEROMEXICO
Registration Number:	4694756	BUSINESS TRAVEL AEROMEXICO
Registration Number:	4694758	AEROMEXICO CONCIERGE
Registration Number:	4698747	DISFRUTA AM
Registration Number:	4698748	DISFRUTA AEROMEXICO
Registration Number:	5119863	TRAVEL INSURANCE AEROMEXICO
Registration Number:	5178505	PUNTOS PREMIER
Registration Number:	5178506	PREMIER POINTS
Registration Number:	5304275	EN AEROMEXICO TE DEMOSTRAMOS QUE ES DIST
Registration Number:	5320108	AM VACATIONS
Registration Number:	5383246	ROMPIENDO MITOS
Registration Number:	5483380	PASE AEROMÁGICO
Registration Number:	5483381	PASE AEROMÁGICO
Registration Number:	5483382	PASE AEROMÁGICO
Registration Number:	5842302	AEROMEXICO SHOWS YOU THAT IT¿S DIFFERENT
Registration Number:	2330135	MUNDO PREMIER

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com

Correspondent Name: Mussie B Beyene

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	102659.0001
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/Mussie B Beyene/
DATE SIGNED:	03/17/2022

Total Attachments: 7

source=Aeromexico - Trademark Security Agreement (Issuer) [Executed]#page1.tif

source=Aeromexico - Trademark Security Agreement (Issuer) [Executed]#page2.tif

source=Aeromexico - Trademark Security Agreement (Issuer) [Executed]#page3.tif

source=Aeromexico - Trademark Security Agreement (Issuer) [Executed]#page4.tif

source=Aeromexico - Trademark Security Agreement (Issuer) [Executed]#page5.tif
source=Aeromexico - Trademark Security Agreement (Issuer) [Executed]#page6.tif
source=Aeromexico - Trademark Security Agreement (Issuer) [Executed]#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 17, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by **GRUPO AEROMÉXICO, S.A.B DE C.V.** (the “**Grantor**”) in favor of **UMB BANK NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of March 17, 2022 (the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all U.S. trademark registrations and applications, including, without limitation, the registrations and applications listed in Schedule A attached hereto (as such schedule may be amended or supplemented from time to time) and all extensions or renewals of any of the foregoing, together with (i) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (ii) all accrued and unaccrued causes of action (whether in contract, tort or otherwise) or the right to claim, sue or collect damages for or enjoin or obtain other legal or equitable relief for or otherwise recover for any past, present and future infringement, misuse, dilution, unfair competition or other violation of any of the foregoing or for any injury to the related goodwill, and (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

For the avoidance of doubt, this Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section **Error! Reference source not found.** hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” whereby such

“intent-to-use” application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely 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 any registration that issues from such “intent-to-use” application under applicable federal law..

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of this Agreement are supplemental to and not in replacement of the terms of the Pledge and Security Agreement, and the rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the Pledge and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation

Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register, and Grantor hereby agrees to file at the United States Patent and Trademark Office, this Agreement upon request by the Collateral Agent, and Grantor hereby agrees to furnish to the Collateral Agent evidence of such recordation and registration.

SECTION 5. Termination

Subject to Section **Error! Reference source not found.** of the Pledge and Security Agreement, upon the full payment and performance of the Secured Obligations and the cancellation or termination of the Commitments, upon written request of the Grantor, the Collateral Agent shall (at the Grantor’s sole cost and expense) execute and deliver to the Grantor or otherwise authorize the filing of a document, in a form and substance reasonably satisfactory to the Grantor and the Collateral Agent, releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Governing Law

THIS AGREEMENT AND THE OTHER NOTES DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

This Agreement may be executed 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.

Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRUPO AEROMÉXICO, S.A.B DE C.V.

By:  _____
Name: Ricardo Javier Sanchez Baker
Title: Chief Financial Officer

Accepted and Agreed:

UMB BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____



Authorized Signatory

[Signature Page to Trademark Security Agreement (Issuer)]