

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762241

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LATAM AIRLINES GROUP S.A.		10/12/2022	Sociedad Anonima: CHILE
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 ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6044788	LATAM MRO	
Registration Number:	5362278		
Registration Number:	6039528	LATAM	
Registration Number:	6039527	LATAM FIDELIDADE	
Registration Number:	5876997	LATAM	
Registration Number:	5758771	MULTIPLUS POINTS	
Registration Number:	6015996	LATAM PASS	
Registration Number:	6021343	LATAM TRAVEL	
Registration Number:	6021342	LATAM CARGO	
Registration Number:	3104980	LANVACATIONS	
Registration Number:	3125671	LAN CARGO	
Registration Number:	3081679		
Registration Number:	3003889		
Registration Number:	3058712	LAN	
Registration Number:	2815619	LAN	
Registration Number:	6540261	LATAM PASS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		

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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: 2124552592
Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2413
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NAME OF SUBMITTER:	COURTNEY WELSHIMER
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SIGNATURE:	/CW/
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DATE SIGNED:	10/19/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 12, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by LATAM Airlines Group S.A. (the “Grantor”) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Trustee”).

WHEREAS, the Grantor is a party to a Priority Lien Pledge and Security Agreement dated as of October 12, 2022 (as amended, restated, modified, supplemented, extended or amended and restated from time to time, the “Pledge and Security Agreement”) between the Grantor and the other grantors party thereto and the Collateral Trustee pursuant to which the Grantor granted a security interest to the Collateral Trustee 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 Trustee 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 Trustee, 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 or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “Trademark Collateral”):

all U.S. trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, brand names, logos, and all other source or business identifiers, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, 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 associated therewith or symbolized thereby, (ii) the right to sue or otherwise recover for any past, present and future infringement, dilution 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 2.1 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.

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 Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and, in accordance with Section 5.4 of such Agreement, shall have the priority set forth in Section 2.2 of the Collateral Trust Agreement (as defined in the Pledge and Security Agreement). The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee 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. 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. Termination

Subject to Section 10.2 of the Pledge and Security Agreement, upon the Payment in Full of the Secured Obligations, upon written request of the Grantor, the Collateral Trustee 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, releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Governing Law

THE INTERNAL LAW OF THE STATE OF NEW YORK AND, IN ANY INSOLVENCY OR LIQUIDATION PROCEEDING, INCLUDING PRIOR TO THE CONVERSION DATE, THE BANKRUPTCY CODE WILL GOVERN AND BE USED TO CONSTRUE THIS AGREEMENT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

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.

SECTION 7. Concerning the Collateral Trustee

Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Trustee under the Collateral Trust Agreement and in acting hereunder shall be entitled to all of the rights, privileges, immunities and indemnities of the Collateral Trustee set forth in the Collateral Trust Agreement and the Pledge and Security Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[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.

LATAM AIRLINES GROUP S.A.

By: DocuSigned by: Andrés Del Valle
Name: DD8A84F1314144C Andrés del Valle Eitel
Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement (Priority Lien) – LATAM Airlines Group S.A.]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Trustee

By: *Karen Ferry*
Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration/Serial Number	Registration/ Application Date
LATAM MRO	6044788	5/5/2020
	5362278	12/26/2017
	6039528	4/28/2020
LATAM FIDELIDADE	6039527	4/28/2020
LATAM	5876997	10/8/2019
MULTIPLUS POINTS	5758771	5/21/2019
LATAM PASS	6015996	3/24/2020
LATAM TRAVEL	6021343	3/31/2020
LATAM CARGO	6021342	3/31/2020
LANVACATIONS	3104980	6/13/2006
	3125671	8/8/2006
	3081679	4/18/2006
	3003889	10/4/2005
	3058712	2/14/2006
LAN	2815619	2/17/2004
LATAM PASS	6540261	10/26/2021