

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alaska Airlines, Inc.		09/28/2020	Corporation: ALASKA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	240 Greenwich Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1999872	MVP	
Registration Number:	5342960	FAMOUS COMPANION FARE	
Registration Number:	4151775	CLUB 49	
Registration Number:	5575870	WINE FLIES FREE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Theodore Batis		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	T. Batis - 13173.0005		
NAME OF SUBMITTER:	Theodore Batis		
SIGNATURE:	/Theodore Batis/		
DATE SIGNED:	09/28/2020		

CH \$115.00 1999872

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2020, made by and between Alaska Airlines, Inc., an Alaska corporation (“**Grantor**”) and The Bank of New York Mellon (the “**Collateral Agent**”).

WHEREAS, the Initial Lender has agreed to make Loans to the Grantor under that certain Loan and Guarantee Agreement, dated as of the date hereof, by and among Grantor, as Borrower, the Guarantors party thereto, the Collateral Agent, the Administrative Agent named therein and the United States Department of the Treasury, as Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

WHEREAS, the Collateral Agent entered into that certain Pledge and Security Agreement, dated as of as of the date hereof, by and among Grantor, the grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, 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 Trademark Security Agreement.

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

1. Defined Terms

All capitalized terms used in this Trademark Security Agreement and not otherwise defined herein will have the meanings assigned to them in the Security Agreement or Loan Agreement, as applicable.

2. Supplement to Security Agreement

This Trademark Security Agreement has been entered into in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of this Trademark Security Agreement are supplemental to and not in replacement of the terms of the 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 Security Agreement. If there is any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement will govern.

3. Security Interest and Collateral

Grantor hereby grants the Collateral Agent a security interest in and continuing lien on all of such 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**”):

- a. all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade dress, service marks, certification marks, collective marks, logos, social media identifiers, handles, other source or business

identifiers, designs and general intangibles of a like nature, whether arising under a statute, common law, or the laws of any jurisdiction throughout the world, whether registered or unregistered, in each case included in the Collateral, including (i) all registrations, applications, extensions, renewals or other filings of any of the foregoing and (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, including any trademark listed in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time), in each case and any successor or replacement trademarks thereto, (collectively, "Trademarks"); and

- b. for any Trademark, any (i) Proceeds therefrom and rights to royalties, revenues, income, payments, claims, damages and proceeds of suit and other payments arising therefrom; and (ii) all other accrued and unaccrued causes of action (whether in contract, tort or otherwise) or rights to claim, sue or collect damages for or enjoin or obtain other legal or equitable relief for, an infringement, misuse, dilution, violation, unfair competition, injury to goodwill or other impairment (whether past, present or future) thereof, including expired items.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed with the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" 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. For the avoidance of doubt, this Trademark Security Agreement is not to be construed as an assignment of any Trademark Collateral.

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 Trademark Security Agreement upon request by the Collateral Agent, and Grantor hereby agrees to furnish to the Collateral Agent evidence of such recordation and registration.

5. Termination

When all Secured Obligations have been completely and indefeasibly paid and performed in full and the Lender no longer has a commitment to make any Loan to the Borrower, this Trademark Security Agreement will terminate.

6. Governing law

This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

7. Counterparts; Electronic communications

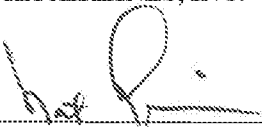
This Trademark Security Agreement may be executed (including through electronic signatures) in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Notices and other communications may be delivered electronically (including by e-mail) and will be effective upon receipt, except that any record required to be signed, executed or

authenticated will only be effective when authenticated and delivered by electronic imaging means (e.g., .pdf or .tiff).

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SIGNATURES

ALASKA AIRLINES, INC.

By:  _____

Name: Nathaniel Neper

Title: Senior Vice President, Fleet, Finance and Alliances, and Treasurer


[Signature Page to Trademark Security Agreement – Alaska]

SIGNATURES

ALASKA AIRLINES, INC.

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON, as Collateral Agent

By:  _____
Name: Bret S. Derman
Title: Vice President

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>No.</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>GRANTOR</u>
1.	MVP	1999872	09/10/1996	Alaska Airlines, Inc.
2.	FAMOUS COMPANION FARE	5342960	11/21/2017	Alaska Airlines, Inc.
3.	CLUB 49	4151775	5/29/2012	Alaska Airlines, Inc.
4.	WINE FLIES FREE	5575870	10/2/2018	Alaska Airlines, Inc.