

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Latin Logistics, LLC		10/13/2020	Limited Liability Company: FLORIDA
Aerovías del Continente Americano S.A. Avianca		10/13/2020	Corporation: COLOMBIA
International Trade Marks Agency Inc.		10/13/2020	Corporation: PANAMA
Tampa Cargo S.A.S.		10/13/2020	Corporation: COLOMBIA
Avianca Holdings S.A.		10/13/2020	Corporation: PANAMA
Taca International Airlines, S.A.		10/13/2020	Corporation: EL SALVADOR

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A. as Collateral Agent
<b>Street Address:</b>	MC: NY1-C413, 4 Chase Metrotech Center
<b>Internal Address:</b>	Attn: CIB DMO WLO
<b>City:</b>	Brooklyn
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11245-0001
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
<b>Registration Number:</b>	0731305	AVIANCA
<b>Registration Number:</b>	0750703	AVIANCA
<b>Registration Number:</b>	3210055	AVIANCA
<b>Registration Number:</b>	5061926	AVIANCA.COM
<b>Registration Number:</b>	4625666	AVIANCA CARGO
<b>Registration Number:</b>	1666987	AVIANCA EXPRESS
<b>Registration Number:</b>	4457320	DEPRISA
<b>Registration Number:</b>	4820444	SIEMPRE EFICIENTE. SIEMPRE DEPRISA.
<b>Registration Number:</b>	4619394	AVIANCA EXPERIENCE AIRPASS
<b>Registration Number:</b>	5184911	FLYBOX
<b>Registration Number:</b>	3537111	TAMPA CARGO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4756454	PREFERENCIA CORPORATE TRAVEL PROGRAM
Registration Number:	4673770	
Registration Number:	2242090	
Registration Number:	2296571	DISTANCIA
Registration Number:	2995261	TACA

**CORRESPONDENCE DATA**

Fax Number: 2124552502  
*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: 2124553222  
Email: jnull@stblaw.com  
Correspondent Name: Alexander Raytman  
Address Line 1: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2291
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	10/28/2020

**Total Attachments: 11**  
source=50b. Avianca - (Short Form) DIP Trademark Security Agreement for Aerovias ITMSA Latin Tampa- Avianca (USA)#page1.tif  
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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 October 13, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A. as collateral agent (the “**Collateral Agent**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the DIP Credit Agreement, the DIP Indentures, the Tranche A-1 NPA, the Tranche A-2 NPA and the Collateral Agency Agreement and the U.S. Intellectual Property Security Agreement referred to below.

WHEREAS, reference is made to that certain Super-Priority Debtor-in-Possession Term Loan Agreement, dated as October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**DIP Credit Agreement**”), by, among others, Avianca Holdings S.A., as borrower (the “**Borrower**”), the Guarantors from time to time party thereto, the lenders from time to time party thereto (the “**DIP Lenders**”), JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”) and the Collateral Agent;

WHEREAS, reference is made to (i) that certain Tranche A-1 Note Purchase Agreement, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-1 NPA**”), by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and the holders of the Existing Notes party thereto and (ii) that certain Indenture, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-1 DIP Indenture**”), by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and Wilmington Savings Fund Society, FSB, as trustee (the “**Tranche A-1 Notes Trustee**”), pursuant to which the Borrower has agreed to issue Tranche A-1 Notes from time to time with substantially identical terms and conditions as the Tranche A-1 Loans;

WHEREAS, reference is made to (i) that certain Note Purchase Agreement, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-2 NPA**”), by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and the noteholders party thereto and (ii) that certain Indenture, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-2 DIP Indenture**”) by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and Wilmington Savings Fund Society, FSB, as trustee (the “**Tranche A-2 Notes Trustee**”, and, collectively with the Tranche A-1 Notes Trustee, the “**Notes Trustee**”), pursuant to which the Borrower has agreed to issue Tranche A-2 Notes from time to time with substantially identical terms and conditions as the Tranche A-2 Loans;

WHEREAS, reference is made to that certain Security Agreement, dated as October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**DIP Security Agreement**”), by, among others, Avianca Holdings S.A.,

as grantor, in favor of JPMorgan Chase Bank, N.A., not in its individual capacity but solely as collateral agent for the DIP Secured Parties, in each case in accordance with the Final DIP Order in all respects and any applicable rights and protections that the Grantor may have under the Bankruptcy Code; and

WHEREAS, in connection with the DIP Credit Agreement and DIP Security Agreement, the Grantors have entered into the U.S. Intellectual Property Security Agreement dated October 13, 2020 (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 Agent pursuant to which Grantors granted to the Collateral Agent, for the benefit of the DIP 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 Agent, for the benefit of the DIP 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; provided that the Collateral shall not include any Excluded Asset (as defined in the DIP Credit Agreement). 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 Agent 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. EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, 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.

[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.

LATIN LOGISTICS, LLC  
as Grantor

By:

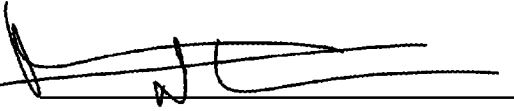


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Name: Renato Covelo

Title: Authorized Person

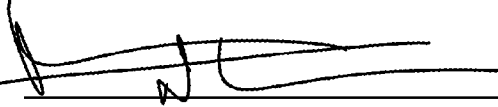
AVIANCA HOLDINGS S.A.  
as Grantor

By: 

Name: Adrian Neuhauser

Title: Authorized Person

AEROVÍAS DEL CONTINENTE AMERICANO  
S.A. AVIANCA  
as Grantor

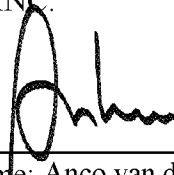
By: 

Name: Adrian Neuhauser  
Title: Authorized Person



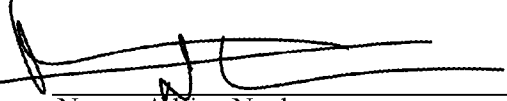
INTERNATIONAL TRADE MARKS  
AGENCY INC.  
as Grantor

By:



\_\_\_\_\_  
Name: Anco van der Werff  
Title: Authorized Person

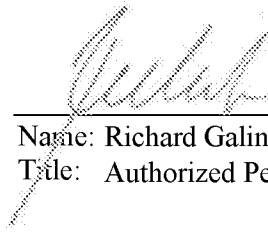
TAMPA CARGO S.A.S.  
as Grantor

By: 

Name: Adrian Neuhauser  
Title: Authorized Person

TACA INTERNATIONAL AIRLINES, S.A.  
as Grantor

By:



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Name: Richard Galindo

Title: Authorized Person

JPMORGAN CHASE BANK, N.A., as Collateral  
Agent





By: \_\_\_\_\_

Name: Lisandro Miguens

Title: Managing Director

SCHEDULE A  
United States Trademarks and Trademark Applications

OWNER	JURISDICTION	TRADEMARK	REGISTRATION NUMBER
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	AVIANCA	731305
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	AVIANCA (MIXTA) 	750703
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	AVIANCA (MIXTA) 	3210055
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	AVIANCA.COM	5061926
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	AVIANCA CARGO	4625666
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	AVIANCA EXPRESS	1666987
Aerovías del Continente Americano S.A. Avianca	PUERTO RICO	AVIANCA	6867
International Trade Marks Agency Inc.	UNITED STATES	DEPRISA (MIXTA) 	4457320
International Trade Marks Agency Inc.	UNITED STATES	SIEMPRE EFICIENTE. SIEMPRE DEPRISA (MIXTA) 	4820444
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	AVIANCA EXPERIENCE AIRPASS	4619394
Latin Logistics LLC	UNITED STATES	FLYBOX	5184911
Tampa Cargo S.A.S.	UNITED STATES	TAMPA CARGO (MIXTA) 	3537111
Aerovías del Continente Americano S.A. Avianca	UNITED STATES	PREFERENCIA CORPORATE TRAVEL PROGRAM	4756454
AVIANCA HOLDINGS S.A.	UNITED STATES	[Design Only]	4673770
Taca International Airlines, S.A.	UNITED STATES	[Design Only]	2242090
Taca International Airlines, S.A.	UNITED STATES	DISTANCIA	2296571
Taca International Airlines, S.A.	UNITED STATES	TACA	2995261