

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651482

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT		06/03/2021	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alaska Airlines, Inc.		
<b>Street Address:</b>	19300 International Blvd.		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98188		
<b>Entity Type:</b>	Corporation: ALASKA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1999872	MVP	
<b>Registration Number:</b>	5342960	FAMOUS COMPANION FARE	
<b>Registration Number:</b>	4151775	CLUB 49	
<b>Registration Number:</b>	5575870	WINE FLIES FREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Theodore Batis		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Theo Batis - 13173.0005		
<b>NAME OF SUBMITTER:</b>	Theodore Batis		
<b>SIGNATURE:</b>	/Theodore Batis/		
<b>DATE SIGNED:</b>	06/03/2021		

CH \$115.00 1999872

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 3, 2021, made by and between Alaska Airlines, Inc., an Alaska corporation (“Grantor”) and THE BANK OF NEW YORK MELLON (the “Collateral Agent”).

**WHEREAS**, pursuant to (i) that certain Loyalty Program Pledge and Security Agreement dated as of September 28, 2020, 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”) and (ii) that certain related Trademark Security Agreement dated as of September 28, 2020 by and between Grantor and the Collateral Agent (“Trademark Security Agreement”) Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications identified on Schedule 1 attached hereto (the “Released Trademark Collateral”);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 28, 2020, at Reel 7063 Frame 0834; and

**WHEREAS**, the Collateral Agent hereby agrees to release the security interest granted by Grantor in the Released Trademark Collateral.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby agree as follows:

### 1. Release of Security Interest

The Collateral Agent hereby absolutely, unconditionally and irrevocably terminates, releases, extinguishes and forever discharges the security interest and the continuing lien granted pursuant to the Security Agreement and the Trademark Security Agreement in and on the Released Trademark Collateral. This Release of Security Interest in Trademarks shall be binding upon the Collateral Agent’s legal representatives, assigns and successors. The Collateral Agent also hereby authorizes, and requests, the Director of the United States Patent and Trademark Office or his delegate to record this Release of Security Interest in Trademarks against the Released Trademark Collateral.

### 2. Governing law

This Release of Security Interest in Trademarks shall be governed by, and construed in accordance with, the law of the State of New York.

### 3. Counterparts; Electronic communications


This Release of Security Interest in Trademarks 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).

*[Signature page follows]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be duly executed by its officers thereunto duly authorized as of the day and year first above written.

THE BANK OF NEW YORK MELLON, as the Collateral Agent

By: 

Name: Bret S. Derman

Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007314 FRAME: 0894**

**Schedule 1**

**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.

**TRADEMARK APPLICATIONS**

None.

[Schedule 1 to Release of Security Interest in Trademarks]