

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.	FORMERLY Security Pacific National Bank	04/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hawaiian Airlines, Inc.
Street Address:	3375 Koapaka Street, Ste. G-350
City:	Honolulu
State/Country:	HAWAII
Postal Code:	96819
Entity Type:	CORPORATION: HAWAII

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1311493	HAWAIIAN AIR
Registration Number:	1312666	HAWAIIAN AIRLINES
Registration Number:	1458293	
Registration Number:	1458733	
Registration Number:	1459590	THE COLORS OF PARADISE
Registration Number:	1460129	
Registration Number:	1544887	HAWAIIAN PREMIER CLUB

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-683-6339
 Email: claudiaimmerzeel@paulhastings.com
 Correspondent Name: Paul Hastings Janofsky & Walker LLP
 Address Line 1: 515 South Flower Street, 25th Floor

OP \$190.00 1311493

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Claudia R Immerzeel

Signature: /Claudia R Immerzeel/

Date: 06/01/2005

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

THIS TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE (this "Release") is made as of April 12, 2005 ("Effective Date") by Security Pacific National Bank, now known as Bank of America, N.A. ("Grantee"), in favor of Hawaiian Airlines, Inc., a Hawaii corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement by and among Grantor and Grantee, as agent for the Lenders, as such term is defined in the Security Agreement, dated December 29, 1989 (the "Security Agreement") and as memorialized in that certain Grant of Security Interest dated December 29, 1989, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to certain trademark registrations (collectively, the "Security Agreement Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement by and among Grantor and Grantee, as agent for the Lenders, as such term is defined in the Amended and Restated Credit Agreement, dated May 15, 1991 (the "A&R Security Agreement") and as memorialized in that certain Grant of Security Interest dated May 29, 1991, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to certain trademark registrations (collectively, the "A&R Security Agreement Collateral"; the Security Agreement Collateral and the A&R Security Agreement Collateral are listed in Schedule A hereto and hereinafter collectively referred to as the "Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 23, 1990, at Reel 0697, Frame 0904 and the A&R Security Agreement was recorded with the United States Patent and Trademark Office on September 4, 1991, at Reel 0811, Frame 0363; and

WHEREAS, Grantee desires to terminate the Security Agreement and A&R Security Agreement, and release its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. The Security Agreement, the A&R Security Agreement and Grantee's security interest in the Collateral (including, without limitation, the trademark registrations listed in Schedule A hereto) is hereby terminated and released.
2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the trademark applications and trademark registrations listed in Schedule A hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (all

of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

3. Grantee represents and warrants that it has the full power and authority to execute this Release and to release its security interest in the Collateral.

4. Grantee represents and warrants that it has not assigned or otherwise encumbered its security interest in the Collateral.

5. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.

By: Joel Kabakoff

Name: Joel Kabakoff

Title: Assistant Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.
HAWAIIAN AIR	1,311,493
HAWAIIAN AIRLINES	1,312,666
DESIGN ONLY	1,458,293
DESIGN ONLY	1,458,733
THE COLORS OF PARADISE	1,459,590
DESIGN ONLY	1,460,129
HAWAIIAN PREMIER CLUB	1,544,887

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