

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Air Canada		07/30/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company
Street Address:	123 Front Street West, Suite 1400
Internal Address:	Citigroup Centre
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J2M2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1041958	AIR CANADA
Registration Number:	1874245	
Registration Number:	1947083	
Registration Number:	1958168	AIR CANADA
Registration Number:	1986490	
Registration Number:	2847116	
Registration Number:	2847117	AIR CANADA
Registration Number:	2847118	AIR CANADA
Registration Number:	2905414	AIR CANADA
Registration Number:	1966161	
Registration Number:	1714223	AIR CANADA VACATIONS
Registration Number:	1775510	VACANCES AIR CANADA
Registration Number:	1601417	CANADIAN

CH \$690.00 1041958

Registration Number:	3067405	YOU AND I WERE MEANT TO FLY
Registration Number:	3518849	THE FREEDOM TO FLY YOUR OWN WAY
Registration Number:	1037006	EXPEDAIR
Registration Number:	1243175	AIRVELOP
Registration Number:	3025029	AIR CANADA ELITE
Registration Number:	3025030	AIR CANADA SUPER ELITE
Registration Number:	3072385	NETTEL ASSISTANCE
Registration Number:	3099612	AIR CANADA JAZZ
Registration Number:	3147074	JAZZ
Registration Number:	3518700	ASCENTI
Registration Number:	3212017	AEROPLAN
Registration Number:	3167067	AEROPLAN
Registration Number:	3593612	AEROPLAN
Registration Number:	3147409	AEROPLAN

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 126786-5

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jean Paterson

Signature: /Jean Paterson/

Date: 09/16/2009

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT**(Trademarks, Trademark Registrations,
Trademark Applications and Trademark Licenses)**

WHEREAS, Air Canada, a corporation incorporated under the laws of Canada (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, as Borrower and the other Credit Parties signatory thereto, and GE Canada Finance Holding Company, as agent, among others, are parties to an Amended and Restated Credit Agreement dated as of July 30, 2009 (as may be further amended and/or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) an Amended and Restated U.S. Security Agreement dated as of July 30, 2009 (as amended and/or supplemented from time to time, the "Security Agreement") entered into between, among others, the Grantor and GE Canada Finance Holding Company, as agent (the "Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other U.S. Security Documents (including this Copyright Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Agent as security agent for the Secured Parties (as defined in the Credit Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Agent's name, from time to time, in the Agent's discretion, so long as any Event of

Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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.

This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Trademark Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in Section 11.10 of the Credit Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Trademark Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

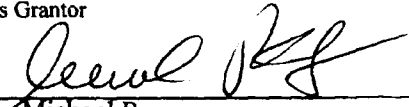
In case of any inconsistencies between the terms of this Trademark Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 30th day of July, 2009.

AIR CANADA,
as Grantor

By: _____


Name: Michael Rousseau

Title: Authorized Signatory

Acknowledged:

GE CANADA FINANCE HOLDING COMPANY,
as Agent

By: _____

Name:

Title:

[Signature Page - Trademark Security Agreement Supplement]

TRADEMARK
REEL: 004062 FRAME: 0507

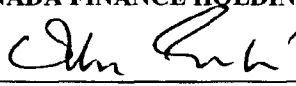
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 30th day of July, 2009.

AIR CANADA,
as Grantor

By: _____
Name:
Title:

Acknowledged:

GE CANADA FINANCE HOLDING COMPANY,
as Agent

By: 
Name:
Title:

[Signature Page - Trademark Security Agreement Supplement]

TRADEMARK
REEL: 004062 FRAME: 0508

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AIR CANADA	1041958	February 24, 2006
Roundel Design	1874245	January 17, 1995
Roundel Design	1947083	January 9, 1996
AIR CANADA & Design	1958168	February 20, 1996
Roundel Design	1986490	July 16, 1996
Truncated Roundel Design	2847116	June 1, 2004
AIR CANADA & Design	2847117	June 1, 2004
AIR CANADA & Design	2847118	June 1, 2004
AIR CANADA & Design (Horizontal)	2905414	November 30, 2004
TAILFIN Design	1966161	April 9, 1996
AIR CANADA VACATIONS	1714223	September 8, 1992
VACANCES AIR CANADA	1775510	June 8, 1993
CANADIAN	1601417	
YOU AND I WERE MEANT TO FLY	3067405	March 14, 2006
THE FREEDOM TO FLY YOUR OWN WAY	3518849	October 21, 2008
EXPEDAIR	1037006	March 20, 1976
AIRVELOP	1243175	June 21, 1983
AIR CANADA ELITE	3025029	September 20, 2005
AIR CANADA SUPER ELITE	3025030	September 20, 2005
NETTELASSISTANCE	3072385	
AIR CANADA JAZZ	3099612	June 6, 2006
JAZZ	3147074	September 26, 2006
ASCENTI	3518700	October 21, 2008
AEROPLAN	3212017	February 27, 2007
AEROPLAN	3167064	
AEROPLAN	3593612	March 24, 2009
AEROPLAN	3147409	September 26, 2006

TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL. NO.</u>	<u>FILING DATE</u>
N/A		

UNREGISTERED APPLICATIONS

TRADEMARK

ON MY WAY

EXERCISE YOUR CHOICE

EXPRESS YOUR CHOICE

EXPRIMEZ VOTRE CHOIX

J'ARRIVE

NUTRICUISINE and/or AIR CANADA

NUTRICUISINE

ACPA/APAC + DESIGN

TRADEMARK LICENSES

TRADEMARK LICENSE

DATE

N/A