

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
MN Airlines, LLC		11/07/2012	LIMITED LIABILITY COMPANY: MINNESOTA

<b>RECEIVING PARTY DATA</b>	
Name:	BMO Harris Bank N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	1303139	SUN COUNTRY AIRLINES
Registration Number:	2126040	SUN COUNTRY VACATIONS
Registration Number:	2326946	S
Registration Number:	3785170	UFLY

<b>CORRESPONDENCE DATA</b>	
Fax Number:	3128035299
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(312) 845-3430
Email:	kalwa@chapman.com
Correspondent Name:	Richard Kalwa
Address Line 1:	111 West Monroe Street
Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1965342
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NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/08/2012
Total Attachments: 5 source=3169931#page1.tif source=3169931#page2.tif source=3169931#page3.tif source=3169931#page4.tif source=3169931#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 7th day of November, 2012, MN AIRLINES, LLC, a Minnesota limited liability company (the "*Debtor*"), with its principal place of business and mailing address at 1300 Mendota Heights Road, Mendota Heights, Minnesota 55120 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to BMO Harris Bank N.A. ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application ("*Trademark Collateral*"); and

(ii) All proceeds of the Trademark Collateral, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of November 7, 2012 by and among Debtor, the other Debtors thereto and Agent (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). The security interest granted by Debtor under this Trademark Collateral Agreement shall terminate immediately upon satisfaction of the Debtor's Secured Obligations.

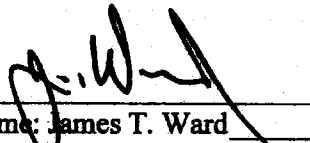
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Any capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MN AIRLINES, LLC

By   
Name: James T. Ward  
Title: Chief Financial Officer

Accepted and agreed to in Chicago, Illinois as of the date first above written.

BMO HARRIS BANK N.A., as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MN AIRLINES, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Accepted and agreed to in Chicago, Illinois as of the date first above written.

BMO HARRIS BANK N.A., as Agent

By Petzaida Erdelyi  
Name: Petzaida Erdelyi  
Title: Managing Director

**SCHEDULE A**

**TO TRADEMARK COLLATERAL AGREEMENT**

MARK	REG. NO.	REG. DATE	NEXT DEADLINE	GOODS
SUN COUNTRY AIRLINES	1303139	10/30/1984	Renewal 10/30/2014	Airline Transportation Services
SUN COUNTRY VACATIONS	2126040	12/30/1997	Renewal 12/30/2017	travel agency services, namely, making reservations and bookings for transportation; car rental services; air transportation; and arranging travel tours.
	2326946	3/7/2000	Renewal 3/7/2020	publications, namely, in-flight general interest magazine; transportation of people by air; airplane food services
UFLY	3785170	5/4/2010	Sec. 8 (15) 5/4/2015 to 5/4/2016	Air transportation services featuring a frequent flyer incentive program and customer loyalty program