

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Airlines, Inc.		09/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	240 Greenwich Street		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2187483	AADVANTAGE	
Registration Number:	4897372	AADVANTAGE	
Registration Number:	5441149	AADVANTAGE	
Registration Number:	5640441	AADVANTAGE	
Registration Number:	1832881	AADVANTAGE DIAL-IN	
Registration Number:	2247386	AADVANTAGE EXECUTIVE PLATINUM	
Registration Number:	5730804	AADVANTAGE EXECUTIVE PLATINUM	
Registration Number:	3789842	AADVANTAGE GOLD	
Registration Number:	5559147	AADVANTAGE GOLD	
Registration Number:	5993529	AADVANTAGE MILEUP	
Registration Number:	3789843	AADVANTAGE PLATINUM	
Registration Number:	5559148	AADVANTAGE PLATINUM	
Registration Number:	5556331	AADVANTAGE PLATINUM PRO	
Registration Number:	2419098	AADVANTAGE VACATION AWARDS	
Registration Number:	5760280	CONCIERGEKEY	
Registration Number:	5993530	MILEUP	
Registration Number:	5556330	PLATINUM PRO	
Serial Number:	87979260	CONCIERGEKEY	

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Property Type	Number	Word Mark
Serial Number:	88017779	ESHOPPING
Serial Number:	87949319	SIMPLYMILES
Serial Number:	88701836	SIMPLY MILES
Registration Number:	1735318	AANYTIME
Registration Number:	3614349	ROAD WARRIOR

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 3129932622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	046817-0669
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	09/25/2020

Total Attachments: 8

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IP SECURITY AGREEMENT—TRADEMARKS

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2020, made by and between AMERICAN AIRLINES, INC. (“*Grantor*”) and THE BANK OF NEW YORK MELLON (the “*Collateral Agent*”).

WHEREAS, the Initial Lender has agreed to make Loans to the Grantor under that certain Loan and Guarantee Agreement, dated as of September 25, 2020 by and among American Airlines, Inc., as Borrower, the Guarantors party thereto from time to time, the Collateral Agent, the Administrative Agent named therein and the United States Department of the Treasury, as Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”).

WHEREAS, the Collateral Agent entered into that certain Pledge and Security Agreement, dated as of as of September 25, 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*”).

WHEREAS, pursuant to the Security Agreement, the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

1. Defined Terms

All capitalized terms used in this Trademark Security Agreement and not otherwise defined herein will have the meanings assigned to them in the Security Agreement or Loan Agreement, as applicable.

2. Supplement to Security Agreement

This Trademark Security Agreement has been entered into in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in Collateral made and 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. The terms of this Trademark Security Agreement are supplemental to and not in replacement of the terms of the Security Agreement, and the rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, but in addition to, those set forth in the Security Agreement. If there is any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement will govern.

3. Security Interest and Collateral

Grantor hereby grants the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “*Trademark Collateral*”):

- a. all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade dress, service marks, certification marks, collective marks, logos, social media identifiers, handles, other source or business identifiers, designs and general intangibles of a like nature, whether arising under a statute, common law, or the laws of any jurisdiction throughout the world, whether registered or unregistered, in each case included in the Collateral, including (i) all registrations, applications, extensions, renewals or other filings of any of the foregoing and (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, including any trademark listed in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time), in each case and any successor or replacement trademarks thereto, (collectively, “*Trademarks*”); and
- b. for any Trademark, any (i) Proceeds therefrom and rights to royalties, revenues, income, payments, claims, damages and proceeds of suit and other payments arising therefrom; and (ii) all other accrued and unaccrued causes of action (whether in contract, tort or otherwise) or rights to claim, sue or collect damages for or enjoin or obtain other legal or equitable relief for, an infringement, misuse, dilution, violation, unfair competition, injury to goodwill or other impairment (whether past, present or future) thereof, including expired items.

Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” application for registration of a Trademark filed with the USPTO pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such “intent-to-use” application under applicable federal law. For the avoidance of doubt, this Trademark Security Agreement is not to be construed as an assignment of any Trademark Collateral.

4. Recordation

Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register, and Grantor hereby agrees to file at the United States Patent and Trademark Office, this Trademark Security Agreement upon request by the Collateral Agent, and Grantor hereby agrees to furnish to the Collateral Agent evidence of such recordation and registration.

5. Termination

When all Secured Obligations have been completely and indefeasibly paid and performed in full and the Lender no longer has a commitment to make any Loan to the Borrower, this Trademark Security Agreement will terminate.

6. Governing law

This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

7. Counterparts; Electronic communications

This Trademark Security Agreement 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

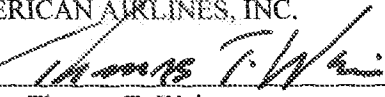
and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Notices and other communications may be delivered electronically (including by e-mail) and will be effective upon receipt, except that any record required to be signed, executed or authenticated will only be effective when authenticated and delivered by electronic imaging means (e.g., .pdf or .tiff).

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SIGNATURES

AMERICAN AIRLINES, INC.

By: 


Name: Thomas T. Weir

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement – American]

TRADEMARK
REEL: 007063 FRAME: 0121

THE BANK OF NEW YORK MELLON, as Collateral Agent

By:  _____

Name: Bret S. Derman

Title: Vice President

[Signature Page to Trademark Security Agreement – American Airlines]

TRADEMARK
REEL: 007063 FRAME: 0122

SCHEDULE 1

TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>No.</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>GRANTOR</u>
1.	AADVANTAGE	2,187,483	8 Sep 1998	American Airlines, Inc.
2.	AADVANTAGE	4,897,372	9 Feb 2016	American Airlines, Inc.
3.	AADVANTAGE	5,441,149	10 Apr 2018	American Airlines, Inc.
4.	AADVANTAGE	5,640,441	1 Jan 2019	American Airlines, Inc.
5.	AADVANTAGE DIAL-IN	1,832,881	26 Apr 1994	American Airlines, Inc.
6.	AADVANTAGE EXECUTIVE PLATINUM	2,247,386	25 May 1999	American Airlines, Inc.
7.	AADVANTAGE EXECUTIVE PLATINUM	5,730,804	23 Apr 2019	American Airlines, Inc.
8.	AADVANTAGE GOLD	3,789,842	18 May 2010	American Airlines, Inc.
9.	AADVANTAGE GOLD	5,559,147	11 Sep 2018	American Airlines, Inc.
10.	AADVANTAGE MILEUP	5,993,529	25 Feb 2020	American Airlines, Inc.
11.	AADVANTAGE PLATINUM	3,789,843	18 May 2010	American Airlines, Inc.
12.	AADVANTAGE PLATINUM	5,559,148	11 Sep 2018	American Airlines, Inc.
13.	AADVANTAGE PLATINUM PRO	5,556,331	4 Sep 2018	American Airlines, Inc.

<u>No.</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>GRANTOR</u>
14.	AADVANTAGE VACATION AWARDS	2,419,098	9 Jan 2001	American Airlines, Inc.
15.	AANYTIME	1,735,318	24 Nov 1992	American Airlines, Inc.
16.	CONCIERGEKEY	5,760,280	28 May 2019	American Airlines, Inc.
17.	MILEUP	5,993,530	25 Feb 2020	American Airlines, Inc.
18.	PLATINUM PRO	5,556,330	4 Sep 2018	American Airlines, Inc.
19.	ROAD WARRIOR	3,614,349	10 May 1996	American Airlines, Inc.

TRADEMARK APPLICATIONS

<u>No.</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>GRANTOR</u>
1.	CONCIERGEKEY	87/979,260	16 Aug 2017	American Airlines, Inc.
2.	ESHOPPING	88/017,779	27 Jun 2018	American Airlines, Inc.
3.	SIMPLY MILES	87/949,319	5 Jun 2018	American Airlines, Inc.
4.	SIMPLY MILES	88/701,836	21 Nov 2019	American Airlines, Inc.