

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605609

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---------------------------------------|
| Latin Logistics, LLC | | 10/13/2020 | Limited Liability Company: FLORIDA |
| Aerovías del Continente Americano S.A. Avianca | | 10/13/2020 | Corporation: COLOMBIA |
| International Trade Marks Agency Inc. | | 10/13/2020 | Corporation: PANAMA |
| Tampa Cargo S.A.S. | | 10/13/2020 | Corporation: COLOMBIA |
| Avianca Holdings S.A. | | 10/13/2020 | Corporation: PANAMA |
| Taca International Airlines, S.A. | | 10/13/2020 | Corporation: EL SALVADOR |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | JPMorgan Chase Bank, N.A. as Collateral Agent |
| Street Address: | MC: NY1-C413, 4 Chase Metrotech Center |
| Internal Address: | Attn: CIB DMO WLO |
| City: | Brooklyn |
| State/Country: | NEW YORK |
| Postal Code: | 11245-0001 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|-----------------------------|---------|-------------------------------------|
| Registration Number: | 0731305 | AVIANCA |
| Registration Number: | 0750703 | AVIANCA |
| Registration Number: | 3210055 | AVIANCA |
| Registration Number: | 5061926 | AVIANCA.COM |
| Registration Number: | 4625666 | AVIANCA CARGO |
| Registration Number: | 1666987 | AVIANCA EXPRESS |
| Registration Number: | 4457320 | DEPRISA |
| Registration Number: | 4820444 | SIEMPRE EFICIENTE. SIEMPRE DEPRISA. |
| Registration Number: | 4619394 | AVIANCA EXPERIENCE AIRPASS |
| Registration Number: | 5184911 | FLYBOX |
| Registration Number: | 3537111 | TAMPA CARGO |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------------|
| Registration Number: | 4756454 | PREFERENCIA CORPORATE TRAVEL PROGRAM |
| Registration Number: | 4673770 | |
| Registration Number: | 2242090 | |
| Registration Number: | 2296571 | DISTANCIA |
| Registration Number: | 2995261 | TACA |

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124553222
Email: jnull@stblaw.com
Correspondent Name: Alexander Raytman
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 509265/2291 |
| NAME OF SUBMITTER: | J. Jason Mull |
| SIGNATURE: | /J. Jason Mull/ |
| DATE SIGNED: | 10/28/2020 |

Total Attachments: 11
source=50b. Avianca - (Short Form) DIP Trademark Security Agreement for Aerovias ITMSA Latin Tampa- Avianca (USA)#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated October 13, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A. as collateral agent (the “**Collateral Agent**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the DIP Credit Agreement, the DIP Indentures, the Tranche A-1 NPA, the Tranche A-2 NPA and the Collateral Agency Agreement and the U.S. Intellectual Property Security Agreement referred to below.

WHEREAS, reference is made to that certain Super-Priority Debtor-in-Possession Term Loan Agreement, dated as October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**DIP Credit Agreement**”), by, among others, Avianca Holdings S.A., as borrower (the “**Borrower**”), the Guarantors from time to time party thereto, the lenders from time to time party thereto (the “**DIP Lenders**”), JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”) and the Collateral Agent;

WHEREAS, reference is made to (i) that certain Tranche A-1 Note Purchase Agreement, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-1 NPA**”), by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and the holders of the Existing Notes party thereto and (ii) that certain Indenture, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-1 DIP Indenture**”), by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and Wilmington Savings Fund Society, FSB, as trustee (the “**Tranche A-1 Notes Trustee**”), pursuant to which the Borrower has agreed to issue Tranche A-1 Notes from time to time with substantially identical terms and conditions as the Tranche A-1 Loans;

WHEREAS, reference is made to (i) that certain Note Purchase Agreement, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-2 NPA**”), by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and the noteholders party thereto and (ii) that certain Indenture, dated as of October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Tranche A-2 DIP Indenture**”) by and among the Borrower, as the issuer, each subsidiary of the Borrower party thereto as a guarantor and Wilmington Savings Fund Society, FSB, as trustee (the “**Tranche A-2 Notes Trustee**”, and, collectively with the Tranche A-1 Notes Trustee, the “**Notes Trustee**”), pursuant to which the Borrower has agreed to issue Tranche A-2 Notes from time to time with substantially identical terms and conditions as the Tranche A-2 Loans;

WHEREAS, reference is made to that certain Security Agreement, dated as October 13, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**DIP Security Agreement**”), by, among others, Avianca Holdings S.A.,

as grantor, in favor of JPMorgan Chase Bank, N.A., not in its individual capacity but solely as collateral agent for the DIP Secured Parties, in each case in accordance with the Final DIP Order in all respects and any applicable rights and protections that the Grantor may have under the Bankruptcy Code; and

WHEREAS, in connection with the DIP Credit Agreement and DIP Security Agreement, the Grantors have entered into the U.S. Intellectual Property Security Agreement dated October 13, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**U.S. Intellectual Property Security Agreement**”) in favor of the Collateral Agent pursuant to which Grantors granted to the Collateral Agent, for the benefit of the DIP Secured Parties, a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which Grantors are required to execute and deliver this IP Security Agreement for recording with the U.S. Patent and Trademark Office;

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

SECTION 1. Grant of Security Interest in Collateral. As security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the DIP Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”): the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto; provided that the Collateral shall not include any Excluded Asset (as defined in the DIP Credit Agreement). Notwithstanding the foregoing or any other provision in this IP Security Agreement, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

SECTION 2. Security Agreement. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the U.S. Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the U.S. Intellectual Property Security Agreement, the terms of the U.S. Intellectual Property Security Agreement shall govern.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of

telecommunication or electronic mail), each of which shall be an original and all of which together shall constitute one and the same instrument.

SECTION 5. Governing Law. EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Severability. In case any provision in this IP Security Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein and in the U.S. Intellectual Property Security Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any term or provision hereof invalid or unenforceable in any respect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

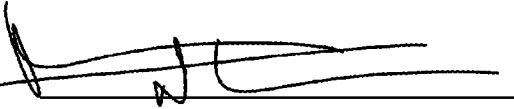
LATIN LOGISTICS, LLC
as Grantor

By: 

Name: Renato Covelo

Title: Authorized Person

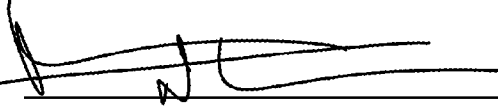
AVIANCA HOLDINGS S.A.
as Grantor

By: 

Name: Adrian Neuhauser

Title: Authorized Person

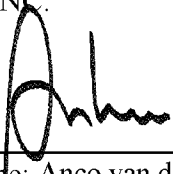
AEROVÍAS DEL CONTINENTE AMERICANO
S.A. AVIANCA
as Grantor

By: 

Name: Adrian Neuhauser
Title: Authorized Person

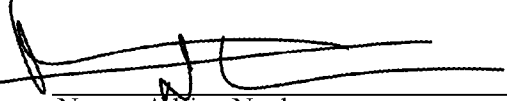
INTERNATIONAL TRADE MARKS
AGENCY INC.
as Grantor

By:



Name: Anco van der Werff
Title: Authorized Person

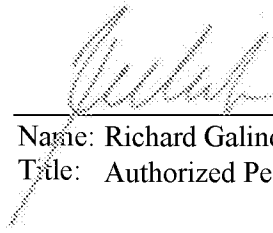
TAMPA CARGO S.A.S.
as Grantor

By: 

Name: Adrian Neuhauser
Title: Authorized Person

TACA INTERNATIONAL AIRLINES, S.A.
as Grantor

By:



Name: Richard Galindo
Title: Authorized Person

JPMORGAN CHASE BANK, N.A., as Collateral Agent



By:

Name: Lisandro Miguens
Title: Managing Director

SCHEDULE A
United States Trademarks and Trademark Applications

| OWNER | JURISDICTION | TRADEMARK | REGISTRATION NUMBER |
|--|---------------|---|---------------------|
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | AVIANCA | 731305 |
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | AVIANCA (MIXTA)  | 750703 |
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | AVIANCA (MIXTA)  | 3210055 |
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | AVIANCA.COM | 5061926 |
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | AVIANCA CARGO | 4625666 |
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | AVIANCA EXPRESS | 1666987 |
| Aerovías del Continente Americano S.A. Avianca | PUERTO RICO | AVIANCA | 6867 |
| International Trade Marks Agency Inc. | UNITED STATES | DEPRISA (MIXTA)  | 4457320 |
| International Trade Marks Agency Inc. | UNITED STATES | SIEMPRE EFICIENTE. SIEMPRE DEPRISA (MIXTA)  | 4820444 |
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | AVIANCA EXPERIENCE AIRPASS | 4619394 |
| Latin Logistics LLC | UNITED STATES | FLYBOX | 5184911 |
| Tampa Cargo S.A.S. | UNITED STATES | TAMPA CARGO (MIXTA)  | 3537111 |
| Aerovías del Continente Americano S.A. Avianca | UNITED STATES | PREFERENCIA CORPORATE TRAVEL PROGRAM | 4756454 |
| AVIANCA HOLDINGS S.A. | UNITED STATES | [Design Only] | 4673770 |
| Taca International Airlines, S.A. | UNITED STATES | [Design Only] | 2242090 |
| Taca International Airlines, S.A. | UNITED STATES | DISTANCIA | 2296571 |
| Taca International Airlines, S.A. | UNITED STATES | TACA | 2995261 |