

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608637

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays PLC		11/10/2020	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Airlines, Inc.		
<b>Street Address:</b>	1 Skyview Drive		
<b>Internal Address:</b>	MD 8B503		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76155		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5891628	FLIGHT CENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124568435		
<i>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.</i>			
<b>Phone:</b>	312.456.8400		
<b>Email:</b>	chiipmail@gtlaw.com		
<b>Correspondent Name:</b>	Eric J. Maiers, Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	177306.204900		
<b>NAME OF SUBMITTER:</b>	Eric J. Maiers		
<b>SIGNATURE:</b>	/Eric J. Maiers/		
<b>DATE SIGNED:</b>	11/13/2020		
<b>Total Attachments: 8</b>			
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**TRADEMARK ASSIGNMENT** [REDACTED]

This Trademark Assignment [REDACTED] ("Agreement"), executed and delivered as of the day last below written (the "Effective Date"), by and between **Barclays PLC**, a Public Limited Company organized and existing under the laws of the United Kingdom having at office at 1 Churchill Place, London, United Kingdom E14 5HP ("Barclays" or "Assignor") and **American Airlines, Inc.**, a corporation organized and existing under the laws of Delaware having an office at 1 Skyview Drive Fort Worth, TX 76155 ("American" or "Assignee").

WHEREAS, Barclays is the owner of certain rights, title and interests in and to, including without limitation any and all common law rights thereto, as well as the goodwill of the business symbolized by, the trademarks identified on **Exhibit A** attached hereto (the "Marks");

[REDACTED]

WHEREAS, Barclays agrees to assign its worldwide rights to the Marks, [REDACTED]

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby covenant and agree as follows:

1. **Trademark Assignment**

- 1.1 Effective as of the Effective Date, Barclays hereby assigns, conveys, sells and transfers to American, its successors and assigns, Barclays' entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Marks. Barclays agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registrations before the United States Patent and Trademark Office or any foreign trademark office, at American's expense, as well as to cooperate with American in obtaining and/or providing information required in any proceedings relating to the Marks, again at American's expense.
- 1.2 Together with Barclays' worldwide right, title and interest in and to the Marks, as well as the goodwill of the business associated with said Marks being assigned to Assignee, are the rights to police, monitor and enforce the Marks against any and all past, current and/or future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have

occurred at any time in the unlimited past, up to the Effective Date, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Marks.

- 1.3 Barclays warrants and represents to American that it is possessed of the full right to convey the entirety of the Marks assigned herein and that it has not executed and will not execute any agreements in conflict herewith.
- 1.4 Barclays acknowledges that there are no claims against it in connection with the Marks conveyed by this Agreement that have not been asserted or scheduled.
- 1.5 Barclays warrants and represents to American that Exhibit A is an accurate and exhaustive listing of the Marks, and that other than U.S. Reg. No. 5,891,628, there are no other pending applications or registrations for FLIGHT CENTS anywhere in the world.

■ [REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

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[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day first above written.

**Barclays PLC**

Signature:  \_\_\_\_\_

Printed Name: Marcus Southerden

Title: Head of IP Legal EME and APAC



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day first above written.

**American Airlines, Inc.**

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "R. Elieson", is written over a dotted-line signature line.

Printed Name: Rick Elieson

Title: VP, AAdvantage Loyalty Program

**Schedule A**

**Marks**

United States Trademark Registrations

FLIGHT CENTS, U.S. Reg. No. 5,891,628

Common Law Trademark and Service Marks

FLIGHT CENTS

