

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIRASIA BERHAD		10/29/2021	Public Limited Company: MALAYSIA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST (LONDON) LIMITED		
Street Address:	1 King's Arms Yard		
Internal Address:	Third Floor		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2R 7AF		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88595354	AIRASIA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nbrowand@milbank.com		
Correspondent Name:	MILBANK LLP		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	42850.00021		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	11/01/2021		
Total Attachments: 5			
source=AAGB Castlelake - NY Trademark Security Agreement (29 October 2021)#page1.tif			
source=AAGB Castlelake - NY Trademark Security Agreement (29 October 2021)#page2.tif			
source=AAGB Castlelake - NY Trademark Security Agreement (29 October 2021)#page3.tif			

CH \$40.00 88595354

source=AAGB Castlelake - NY Trademark Security Agreement (29 October 2021)#page4.tif

source=AAGB Castlelake - NY Trademark Security Agreement (29 October 2021)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified, from time to time, this “Trademark Security Agreement”), by and between AIRASIA BERHAD, a public limited company incorporated under the laws of Malaysia (together with its permitted successors and assigns, “Grantor”), and WILMINGTON TRUST (LONDON) LIMITED, a company incorporated with limited liability under the laws of England, as security agent (together with its successors and permitted assigns, the “Security Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, ASIA AVIATION CAPITAL LIMITED, a private limited company incorporated, registered and existing under the Labuan Companies Act 1990 (the “Borrower”) and the Security Agent are parties to that certain Facility Agreement, dated as of October 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Facility Agreement”), by and among the Borrower, the Guarantor (as defined therein), the Original Lenders (as defined therein) and Security Agent, as agent and trustee;

WHEREAS, the Borrower and the Security Agent are parties to that certain Proceeds Agreement dated as of October 28, 2021 (as amended and restated, supplemented or otherwise modified from time to time, the “Proceeds Agreement”) by and among, the Borrower, the Guarantor, the Original Lenders, the Agent (as defined therein) the Secured Lessor Agent (as defined therein) as agent for and on behalf of each Secured Lessor (as defined therein) and each Secured Lease Lessee (as defined therein);

WHEREAS, pursuant to the Facility Agreement and the Proceeds Agreement, the Grantor has executed and delivered that certain Brand Security Agreement, dated as of the date hereof, made by the Grantor to the Security Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Brand Security Agreement”); and

WHEREAS, under the terms of the Brand Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the Collateral, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including in its preamble and recitals, have the meanings provided or provided by reference in the Brand Security Agreement.

SECTION 2. Grant of Security. As security for the payment and discharge in full of all Liabilities, the Grantor hereby grants to the Security Agent, including any of its successors in accordance with the Proceeds Agreement, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Brand Security Agreement) (including those items listed on Schedule A hereto).

SECTION 3. Recordation. The Grantor authorizes and requests the Commissioner for Trademarks for the United States Patent and Trademark Office and any other applicable government officer for the United States record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Brand Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Brand Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. A party's electronic signature (complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) of this Trademark Security Agreement shall have the same validity and effect as a signature affixed by the party's hand.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

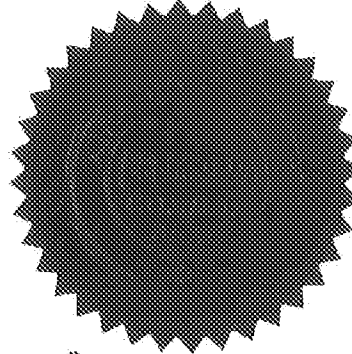
SECTION 7. Malaysian Stamp Duty. It is hereby agreed and declared that the Debt Documents are all instruments employed for the purposes of securing the Facility and any other monies and liabilities covenanted to be paid to the Secured Parties under the Debt Documents within the meaning of Section 4(3) of the Stamp Act, 1949 of Malaysia and for the purpose of the said section, this Agreement and the other Security Documents shall be deemed the subsidiary instruments and the Facility Agreement shall be deemed the principal instrument.

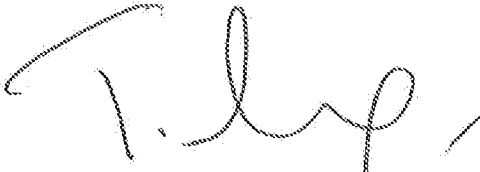
[Remainder of page intentionally left blank]

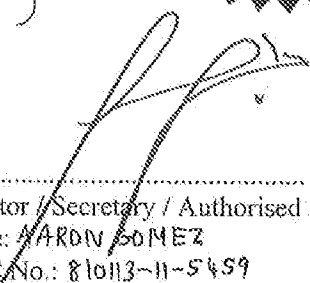
IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

AAB

The Common Seal of
AIRASIA BERHAD
(Registration No.: 199301029930 (284669-W))
was hereunto duly affixed in accordance with
its Constitution:




.....
Director
Name: THARUMALINGAM KANAGALINGAM
NRIC No.: 650324-10-7467


.....
Director / Secretary / Authorised Signatory
Name: YARDIN BOMEZ
NRIC No.: 810113-11-5459

Address: RedQ, Jalan Pekeliling 5,
Lapangan Terbang Antarabangsa,
Kuala Lumpur (KLIA2),
64000 KLIA, Selangor
Malaysia

Attention: Legal Department
Email: maa_legal@airasia.com

[Signature Page to Trademark Security Agreement]

#4860-9189-0432

Accepted and Agreed to:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: _____

Name:

Title:




E. K. Lockhart
Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
	United States	88595354	August 27, 2019	N/A	N/A