

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684797

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

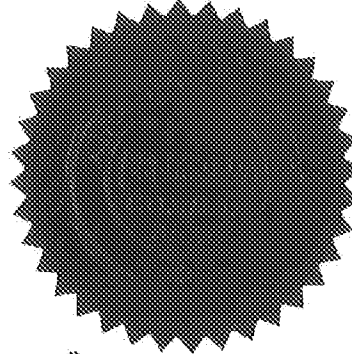
SECTION 7. Malaysian Stamp Duty. It is hereby agreed and declared that the Debt Documents are all instruments employed for the purposes of securing the Facility and any other monies and liabilities covenanted to be paid to the Secured Parties under the Debt Documents within the meaning of Section 4(3) 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.

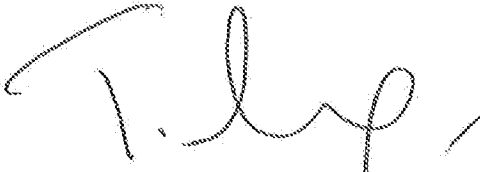
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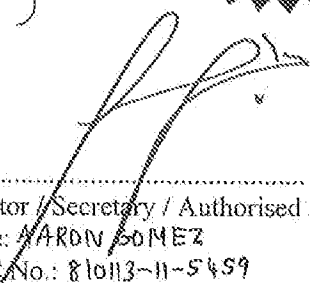
IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date and year first above written.

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 GOMEZ  
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](mailto: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]

#4860-9189-0432

**TRADEMARK**  
**REEL: 007478 FRAME: 0770**

**SCHEDULE A**

U.S. Trademark Registrations and Applications

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