Patent and Trademark Office	-03-1998 U. S. Department of Commerce
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party:	2. Name and Address of receiving party
James Moy	Names IVS Administra SEP
Individual(s) Association General Partnership Limited Partnership Corporation-Nevada Other Additional name(s) of conveying party(is) attached? Yes X_No	Name: US Airways, Inc. Address: 2345 Crystal Drive Arlington, Virginia 22227
3. Nature of conveyance:	Individual(s) Association
Assignment Merger	General Partnership
Security Agreement Change of Name	Limited Partnership Corporation- Delaware
Other	Other
Execution Date: August 21, 1998 Effective Date: August 21, 1998	If assignee is not domiciled in the United States, a domestic representative designation is attached:Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?Yes No
4. Registration number(s): 1,956,429	
A. Trademark Application Nos.	B. Trademark Registration No.
Additional numbers attached? Yes X No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications involved: 1
Bruce J. Goldner, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP 919 Third Avenue New York, New York 10022-3897	7. Total fee (37 CFR 3.41).\$40.00 Enclosed All or any deficiency is authorized to be charged to Deposit Account No. 19-2385.
	8. Deposit Account No. 19-2385
DO NOT USE THIS SPACE	
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.	
Bruce J. Goldner August 31, 1998 Name Signature Date	
Name Signature Date Total number of pages including cover sheet, attachments, and document: 4	

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TRADEMARK ASSIGNMENT

WHEREAS, James Moy, an individual ("Assignor"), is the owner of the trademark and service mark GLOBAL MILES, including but not limited to the United States trademark registration, U.S. Reg. No. 1,956,429, the goodwill associated therewith, and all common law rights relating thereto (the "Mark"); and

WHEREAS, US Airways, Inc., a corporation organized under the laws of Delaware ("Assignee"), desires to acquire the entire right, title, and interest in and to the Mark;

NOW, THEREFORE, by this document, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, and its successors and assigns, the entire right, title and interest, in and to the Mark throughout the world, and all applications and registrations which have been or may be filed or issued in respect thereto and any renewals thereof, all good will symbolized by and associated with the business conducted under said Mark, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights in and to the Mark.

Assignor hereby agrees, at the reasonable expense of Assignee or its successors and assigns, to execute all papers and to perform such other proper acts as

TRADEMARK REEL: 1776 FRAME: 0425 Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns the rights hereby transferred.

Subsequent to the date of this Agreement, all liability arising from the use of the Mark by Assignee, or Assignee's successors or assigns, shall be the sole responsibility of Assignee, or Assignee's successors or assigns, as the case may be.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, on the date indicated.

James Moy ("Assignor")

James Moy

Date: August 21, 1998

RECORDED: 09/01/1998