

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): US Airways, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies) Name: Bank of America, N.A. Internal Address: ATTN: Liliana Claar Street Address: 1455 Market Street, 5th Floor City: San Francisco State: CA Zip: 94103 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other National Association If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: March 31, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED Additional number(s) attached [x] Yes [ ] No

B. Trademark Registration No.(s) SEE ATTACHED

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bruce Goldner, Esq. Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP Street Address: Four Times Square City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: 79

7. Total fee (37 CFR 3.41) \$ 1990.00 [ ] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 19-2385 (Our Ref: 694570/12)

DO NOT USE THIS SPACE

9. Signature. Bruce Goldner Name of Person Signing [Signature] Signature April 8, 2003 Date 21 Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Security Agreement (Our ref: 694570/12)

**Continuation of Item 1. Name of Conveying Parties:**

**US Airways Group, Inc., Delaware Corporation**  
**Alleghany Airlines, Inc., Delaware Corporation**  
**PSA Airlines, Inc., Pennsylvania Corporation**  
**Piedmont Airlines, Inc., Maryland Corporation**

**Continuation of Item 4. Application Numbers or Registration Numbers****A. Trademark Application Nos.**

76413112  
76413025  
76409175  
76319677  
76350523  
76257980  
76240302  
76240301  
76172138  
75246773  
76411074  
78135382  
78200254

**B. Trademark Registration Nos.**

1125641 2261360  
1100995 2398211  
1047372 2186577  
968368 2175616  
800037 2196374  
2506562 2179332  
2568355 2241014  
2530661 2155535  
2489382 2025505  
2445275 2045072  
2373999 2053526  
2360851 2046315  
2476680 1619085  
2474499 1619084  
2491423 1592396  
2449972 1621631  
2388900 1582983  
2476320 1303142  
2525620 1271096  
2430373 1271095  
2504990 1238787  
2371676 1243867  
2576423 1105789  
2337561 1109697  
2378502 2621001  
2282991 2653937  
2360691 2624531  
2280082 2604549  
2164119 2604548  
2319700  
2269473  
2285967  
2360506  
2285965  
2261361  
2360852  
2368986

## EXECUTION COPY

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of March 31, 2003, is made by the Grantors listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below). Terms defined in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, pursuant to that certain Loan Agreement dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement") among US Airways, Inc. (the "Borrower"), US Airways Group, Inc., the Subsidiary Guarantors party thereto, the several lenders from time to time party thereto (collectively, the "Lenders"), Phoenix American Financial Services, Inc., as Loan Administrator, the Collateral Agent, Bank of America, N.A., as Administrative Agent, Bank of America, N.A., as KHFC Administrative Agent, and Air Transportation Stabilization Board, the Lenders have agreed to make, upon the terms and conditions set forth therein, a single term loan (the "Loan") to the Borrower; and

**WHEREAS**, as a condition precedent to the making of the Loan by the Lenders under the Loan Agreement, the Grantors have entered into a Security Agreement dated as of the date hereof (the "Security Agreement"), pursuant to which such Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the property described therein, including certain intellectual property of the Grantors, and have agreed as a condition thereof, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

**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. Each Grantor hereby grants to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the patents and patent applications set forth in Schedule A hereto;
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that 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 of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all Proceeds of any and all of the foregoing Collateral or arising from any of the foregoing.

Anything herein to the contrary notwithstanding, in no event shall the security interest granted under this Section 1 attach to any (i) Excluded Assets or (ii) lease, license, contract, property rights or agreement to which any Grantor is a party or any of the rights or interests of any Grantor thereunder if and for so long as the grant of such security interest shall constitute or result in (x) the abandonment, invalidation, or unenforceability of any material right, title or interest of any Grantor therein or (y) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (x) or (y) above.

Section 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Secured Obligations of such Grantor under the Loan Documents.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

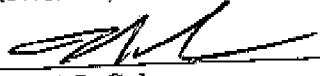
Section 5. Grants Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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


*[Remainder of this page intentionally left 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.

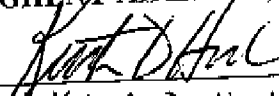
**US AIRWAYS, INC., as Grantor**

By:   
Name: Neal S. Cohen  
Title: Executive Vice President -  
Finance and Chief Financial  
Officer

**US AIRWAYS GROUP, INC., as Grantor**

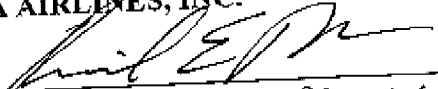
By:   
Name: Neal S. Cohen  
Title: Executive Vice President -  
Finance and Chief Financial  
Officer

ALLEGHENY AIRLINES, INC.


By:   
Name: KEITH D. HOUK  
Title: PRESIDENT



PSA AIRLINES, INC.

By:   
Name: RICHARD E. PFENNIG  
Title: PRESIDENT

**PIEDMONT AIRLINES, INC.**

By:   
Name: JOHN F. LEONARD  
Title: PRESIDENT

**BANK OF AMERICA, N.A., as Collateral Agent  
under the Loan Agreement**

By: Liliana Claar  
Name: LILIANA CLAAR  
Title: Vice President

**TRADEMARK**

**SCHEDULE A**

PATENTS

None.

## SCHEDULE B

## TRADEMARKS

US Airways, Inc.  
(Delaware Corporation)

U.S. Trademarks

## Registered Marks

Mark	Registration No.	Registration Date
SENIORSAVER	1125641	10/2/79
SIMPLESAVER	1100995	8/29/78
LIBERTY FARE	1047372	8/31/76
PDQ	968368	9/11/73
ALLEGHENY	800037	12/7/65
THE COOLEST WAY FOR KIDS TO FLY	2506562	11/13/01
GOFIRST	2568355	5/7/02
METROJET U S AIRWAYS and Design	2530661	1/15/02
METROJET	2489382	9/11/01
METROJET U S AIRWAYS and Design	2445275	4/17/01
Flag Symbol	2373999	8/1/00
U S AIRWAYS and Design	2360851	6/20/00
GOLD PREFERRED	2476680	8/7/01
SILVER PREFERRED	2474499	7/31/01
WE GET IT.	2491423	9/18/01
SKYLER, THE US AIRWAYS AIREDALE and Design	2449972	5/8/01
KIDS CLASS	2388900	9/19/00
CORPORATE DIVIDENDS	2476320	8/7/01
YOUR LOW FARE SOLUTION.	2525620	1/1/02
DIVIDEND MILES DINING	2430373	2/20/01
METROFARE	2504990	11/6/01
DIVIDEND MILES PROGRAM	2371676	7/25/00
DIVIDEND INCENTIVES	2576423	6/4/02
US AIRWAYS CLUB	2337561	4/4/00
PREFERRED PLUS	2378502	8/22/00
DIVIDEND MILES PREFERRED PLUS	2282991	10/5/99
METROTRIPS	2360691	6/20/00
OVERTURE	2280082	9/21/99
US AIRWAYS SELECTIONS	2164119	6/9/98
US AIRWAYS TWODAY	2319700	2/15/00
DIVIDEND MILES PREFERRED	2269473	8/10/99
U S AIRWAYS TLC and Design	2285967	10/12/99
U S AIRWAYS TAKE FLIGHT and Design	2360506	6/20/00
U S AIRWAYS VACATIONS and Design	2285965	10/12/99
U S AIRWAYS SHUTTLE and Design	2261361	7/13/99
U S AIRWAYS and Design	2360852	6/20/00
U S AIRWAYS and Design	2368986	7/18/00
U S AIRWAYS and Design	2261360	7/13/99
U S AIRWAYS EXPRESS and Design	2398211	10/24/00
Flag symbol (Design Mark)	2186577	9/1/98
ENVOY CLASS		

Mark	Registration No.	Registration Date
ATTACHE	2175616	7/21/98
ENVOY LOUNGE	2196374	10/13/98
CHAIRMAN'S PREFERRED	2179332	8/4/98
DIVIDEND MILES	2241014	4/20/99
E-SAVERS	2155535	5/5/98
VIP MILES	2025505	12/24/96
CARGOWORKS	2045072	3/11/97
DESIGN of globe	2053526	4/15/97
BUSINESS SELECT	2046315	3/18/97
PIEDMONT AIRLINES	1619085	10/23/90
PIEDMONT AIRLINES and Design	1619084	10/23/90
Design (Airplane)	1592396	4/17/90
An Airplane Design	1621631	11/6/90
USAIR (with stylized letters)	1582983	2/13/90
USAIR (STYLIZED)	1303142	10/30/84
MIDNIGHT FLYER	1271096	3/20/84
MIDNITE FLYER	1271095	3/20/84
FLY THE USA ON USAIR	1238787	5/17/83
USAIR	1243867	6/28/83
PSA (stylized letters)	1105789	11/7/78
Design (airplane with a smile)	1109697	12/19/78
NICK NACK SAVINGS PACK	2621001	09/17/02
NEST EGG NEWS (stylized)	2653937	11/26/02
NICK NACK SAVINGS PACK	2624531	03/24/02
NICKELETTE	2604549	08/06/02
NICK and Design	2604548	08/06/02

### Pending Applications

Mark	Serial No.	Filing Date
FLEXTRIPS	78-200254	1/6/03
MIDATLANTIC AIRWAYS	76-413112	5/29/02
US AIRWAYS WE ARE YOUR WINGS	76-413025	5/23/02
MID-ATLANTIC AIRWAYS	76-409175	5/20/02
FLY THE FLAG	76-319677	10/1/01
GOFARES	76-350523	12/19/01
GLOBAL CONNECTIONS	76-257980	5/16/01
DIVIDEND MILES METER	76-240302	4/12/01
DIVIDEND MILES ONLINE REWARDS	76-240301	4/12/01
SKYMIX	76-172138	11/28/00
SHUTTLE and Design	75-246773	2/24/97
WE ARE PHILADELPHIA'S WINGS	76-411074	5/23/02
US AIRWAYS GOCARIBBEAN NETWORK	78-135382	8/13/02

**US Airways, Inc.  
(Delaware Corporation)**

**Canadian Trademarks**

**Registered Marks**

Mark	Registration No.	Registration Date
KIDS CLASS	TMA555997	1/7/02
WE'RE ON A JOURNEY. COME WITH US.	TMA535628	10/24/00
PSA	TMA535515	10/24/00
US AIRWAYS OVERTURE	TMA535521	10/24/00
DIVIDEND MILES PREFERRED	TMA534390	10/12/00
DIVIDEND MILES	TMA532232	9/6/00
DIVIDEND MILES PROGRAM	TMA555609	12/18/01
ENVOY LOUNGE	TMA535712	10/25/00
ENVOY CLASS	TMA535540	10/24/00
CHAIRMAN'S PREFERRED	TMA535541	10/24/00
Flag Symbol (Design Mark)	TMA535706	10/25/00
US AIRWAYS and Design	TMA545861	5/30/01
Globe Design	TMA535612	10/24/00
EXECUTIVE TRAVELWORKS	TMA535614	10/24/00
PRIORITY TRAVELWORKS	TMA535537	10/24/00
USAIR	TMA256164	02/20/81
ALLEGHENY	TMA167176	01/02/70

**Pending Applications**

Mark	Application No.	Filing Date
THE COOLEST WAY FOR KIDS TO FLY	1104141	5/28/01
US AIRWAYS	1049107	3/3/00
SKYLER, THE US AIRWAYS AIREDALE	1041207	12/29/99
US AIRWAYS CLUB	0892299	10/5/98
SHUTTLE and Design	0840288	3/25/97
U S AIRWAYS VACATIONS and Design	0828565	11/12/96
ATTACHE	0828405	11/22/96
U S AIRWAYS EXPRESS and Design	0828403	11/22/96
U S AIRWAYS SHUTTLE and Design	0828402	11/22/96

## US Airways, Inc.

## Foreign Trademarks

Registered Marks

Country	Mark	Registration No.	Expiration Date
UK	Design Mark (Global)	2058266	2/27/06
	EXECUTIVE TRAVELWORKS	2042490	10/25/05
	KIDS CLASS	2287299	12/30/10
	PRIORITY TRAVELWORKS	2030386	8/15/05
CTM	USAIR	B1344721	5/18/05
	SKYLER, THE US AIRWAYS AIREDALE and Design	1442805	12/29/09
	US AIRWAYS ENVOY CLASS	1246412	7/19/09
	THE COOLEST WAY FOR KIDS TO FLY. and Design	2288041	7/5/11
	US AIRWAYS	1150473	4/28/09
	SIMPLE FACT	947283	10/05/08
	WE RE ON A JOURNEY COME WITH US	947333	10/05/08
	GLOBAL MILES	946988	10/05/08
	DIVIDEND MILES PROGRAM	947473	10/05/08
	PREFERRED PLUS	947440	10/05/08
	METROTRIPS	947374	10/05/08
	US AIRWAYS CLUB	947358	10/05/08
	US AIRWAYS OVERTURE	765958	3/9/08
	DIVIDEND MILES PREFERRED PLUS	718288	1/8/08
	DIVIDEND MILES PREFERRED	718262	8/2/09
	DIVIDEND MILES	422345	11/14/06
	PREFERRED TRAVELWORKS	422907	11/14/06
	CHAIRMAN'S PREFERRED	422501	11/14/06
	Flag Symbol (Design)	418129	11/19/06
	ES	SHUTTLE MILES (Registrant: US Airways, Inc. as successor in interest to Shuttle Inc)	932046
U.S. AIRWAYS SHUTTLE		2247404M8	7/13/09
US AIRWAYS		2245448M9	7/5/09
US AIRWAYS EXPRESS		2245449M7	7/5/09
FR	KIDS CLASS	2441931M1	12/4/11
	U.S. AIRWAYS EXPRESS and Design	81761199	11/13/06
	U.S. AIRWAYS	81761099	11/18/06
	U.S. AIRWAYS VACATIONS and Design	81760999	11/13/06
	U.S. AIRWAYS SHUTTLE and Design	81760899	11/13/06
	DESIGN ONLY	61295796	2/26/06
	EXECUTIVE TRAVELWORKS	59427295	10/24/05
	PRIORITY TRAVELWORKS	58531295	8/21/05
	KIDS CLASS	023147284	12/30/09
	USAIR	1460219	4/12/08
DE	KIDS CLASS	30168223	12/30/09
	U S AIRWAYS	39938889	11/30/06
	U S AIRWAYS SHUTTLE	39940650	11/30/06



Country	Mark	Registration No.	Expiration Date
	U S AIRWAYS EXPRESS	39938871	11/30/06
	U S AIRWAYS VACATIONS	39936364	11/30/06
	Global Design	39609070	2/28/06
	EXECUTIVE TRAVELWORKS	39600207	1/3/06
	PRIORITY TRAVELWORKS	39539592	9/30/05
SE	USAIR	216491	4/6/98
AU	EXECUTIVE TRAVELWORKS	676403	10/26/05
	Globe Design	703482	2/28/06
	PRIORITY TRAVELWORKS	669852	8/16/05
IT	EXECUTIVE TRAVELWORKS	755142	7/18/05
	PRIORITY TRAVELWORKS	755143	8/25/08
	USAIR	601079	8/20/00
JP	METROJET	4305422	7-3-08
	USAIR	254018893	5/31/03
MX	ATTACHE	570299	11/15/06
	CHAIRMEN PREFERRED	644460	11/15/06
	DIVIDEND MILES	570300	11/15/06
	DIVIDEND MILES PREFERRED	607628	4/29/09
	DIVIDEND MILES PREFERRED PLUS	607627	4/29/09
	DIVIDEND MILES PROGRAM	570298	11/15/06
	DIVIDEND PREFERRED	570296	11/15/06
	DIVIDEND PREFERRED PLUS	570295	11/15/06
	DIVIDEND PROGRAM	570297	11/15/06
	ENVOY CLASS	637099	11/15/06
	ENVOY CLUB	644459	11/15/06
	ENVOY LOUNGE	644458	11/15/06
	EVERYTHING SHOULD BE THIS SIMPLE	601620	10/5/08
	Flag Symbol	565221	11/15/06
	Flag Symbol	565226	12/2/06
	Flag Symbol	544346	12/2/06
	Flag Symbol	565219	11/15/06
	Flag Symbol	565222	11/15/06
	Flag Symbol	565223	11/15/06
	Flag Symbol	543569	12/2/06
	Flag Symbol	565229	12/2/06
	Flag Symbol	565220	11/15/06
	Flag Symbol	565227	12/2/06
	Flag Symbol	565228	12/2/06
	Flag Symbol	603616	11/3/08
	GLOBAL MILES	591582	6/19/08
	METROJET US AIRWAYS and Design	594584	6/19/08
	METROJET US AIRWAYS and Design	584024	6/19/08
	METROJET US AIRWAYS and Design	336832	6/19/08
	METROJET US AIRWAYS and Design	585882	6/19/08
	METROJET US AIRWAYS and Design	601623	10/5/08
	METROTRIPS	627984	10/11/09
	OVERTURE	601622	10/5/08
	PREFERRED PLUS	570301	11/15/96
	PREFERRED TRAVELWORKS	349131	10/2/98
	PSA	593383	9/14/08
	SHUTTLE MILES (US Airways, Inc. successor in interest to Shuttle Inc.)		

Country	Mark	Registration No.	Expiration Date
	SIMPLE FACT	602264	10/5/08
	THE COOLEST WAY TO FLY	661766	1/3/10
	THE COOLEST WAY FOR KIDS TO FLY.	723958	5/16/11
	US AIRWAYS and Design	565208	11/15/06
	US AIRWAYS and Design	565216	11/15/06
	US AIRWAYS and Design	565214	11/15/06
	US AIRWAYS and Design	565215	11/15/06
	US AIRWAYS and Design	565212	11/15/06
	US AIRWAYS and Design	565213	11/15/06
	US AIRWAYS and Design	549198	11/15/06
	US AIRWAYS and Design	565211	11/15/06
	US AIRWAYS and Design	565207	11/15/06
	US AIRWAYS and Design	565209	11/15/06
	US AIRWAYS and Design	565210	11/15/06
	US AIRWAYS and Design	565217	11/15/06
	US AIRWAYS EXPRESS and Design	565218	11/15/06
	US AIRWAYS SHUTTLE and Design	566414	11/15/06
	US AIRWAYS VACATIONS and Design	602265	11/15/06
	US AIRWAYS CLUB	596474	11/3/08
	US AIRWAYS GLOBAL MILES	601616	10/5/08
	WE'RE ON A JOURNEY. COME WITH US	601615	10/5/08
	WE'RE ON A JOURNEY. COME WITH US	601621	10/5/08
	WE'RE ON A JOURNEY. COME WITH US	601618	10/5/08
	WE'RE ON A JOURNEY. COME WITH US	601617	10/5/08
	WE'RE ON A JOURNEY. COME WITH US	601619	10/5/08
	WE'RE ON A JOURNEY. COME WITH US	9805901A	1/30/08
SG	METROJET	1347435	12/21/09
CN	METROJET	B453999	1/30/05
HK	METROJET		

### Pending Applications

Country	Mark	Appl. No.	Filing Date
	GOFARES	2740199	6/19/02
CTM	KIDS CLASS	200281	5/5/01
BX	U.S. AIRWAYS VACATIONS	2541 2000 RM	11/14/96
IT	U.S. AIRWAYS EXPRESS and Design	2540 2000 RM	4/20/00
	U.S. AIRWAYS SHUTTLE	2539 2000 RM	11/14/96
	US AIRWAYS	2538 2000 RM	11/19/96
	KIDS CLASS	C00374 2002 RM	6/28/02
		405055	1/3/00
MX	KIDS CLASS	405067	1/3/00
	SKYLER, THE US AIRWAYS AIREDALE and Design	349131	10/2/98
	PSA		

**US Airways Group, Inc.  
(Delaware Corporation)**

**Foreign Trademarks**

**Registered Marks**

Country	Mark	Appl. No.	Expiration Date
CTM	AIRWAYS ASSURANCE	947465	5/10/08
MX	AIRWAYS ASSURANCE	601391	10/5/08

**SCHEDULE C**

**COPYRIGHTS**

**Material Services Company, Inc.**

**U.S. Registered Copyright**

Title	Registration No.	Reg. Date
Material services company fuel accounting system	TXu634262	6/3/94

**US Airways, Inc.**

**U.S. Registered Copyright**

Title	Registration No.	Reg. Date
Computer program and user's manual	Txu746054	6-20-96
Terms of transportation.	TX1169222	8/10/83

Schedule B to the Security Agreement  
Domain Names

Entity	REG. DATE	DESCRIPTION
US Airways, Inc.	09/23/01	a320.com
US Airways, Inc.	05/06/97	cargoworks.com
US Airways, Inc.	03/16/99	corporate-dividends.com
US Airways, Inc.	05/06/97	corporatetravelworks.com
US Airways, Inc.	05/06/97	dividendmiles.com
US Airways, Inc.	05/06/97	envoyclass.com
US Airways, Inc.	05/06/97	esavers.com
US Airways, Inc.	05/06/97	e-savers.com
US Airways, Inc.	03/26/99	e-savers.net
US Airways, Inc.	03/26/99	esavers.net
US Airways, Inc.	03/26/99	esavers.org
US Airways, Inc.	03/26/99	e-savers.org
US Airways, Inc.	02/11/98	flymetrojet.com
US Airways, Inc.	04/02/98	flyusairways.com
US Airways, Inc.	05/29/98	gulltrips.com
US Airways, Inc.	05/06/97	internettravelworks.com
US Airways, Inc.	02/11/98	metro-jet.com
US Airways, Inc.	01/09/98	myusairways.com
US Airways, Inc.	05/06/97	personaltravelworks.com
US Airways, Inc.	09/19/00	potomacair.com
US Airways, Inc.	09/19/00	potomacairlines.com
US Airways, Inc.	05/06/97	prioritravelworks.com
US Airways, Inc.	04/09/99	ptwsweepsakes.com
US Airways, Inc.	01/10/02	safisoft.com
US Airways, Inc.	05/06/97	travelworksolutions.com
US Airways, Inc.	01/05/00	us-air.com
US Airways, Inc.	06/05/94	usair.com
US Airways, Inc.	02/05/97	usairlines.com
US Airways, Inc.	03/08/00	usairshopnfly.com
US Airways, Inc.	12/27/99	usairway.com
US Airways, Inc.	02/05/97	usairways.com
US Airways, Inc.	03/08/97	us-airways.com
US Airways, Inc.	04/28/98	usairways.net
US Airways, Inc.	04/28/98	usairways.org
US Airways, Inc.	02/05/97	usairwayscargo.com
US Airways, Inc.	03/02/99	usairwayscompanystore.com
US Airways, Inc.	02/05/97	usairwaysexpress.com
US Airways, Inc.	01/07/00	usairwaysinfo.com
US Airways, Inc.	07/07/00	usairwaysinfo.net
US Airways, Inc.	04/22/99	usairwaysleasing.com
US Airways, Inc.	04/12/00	usairwaysonline.com
US Airways, Inc.	02/05/97	usairwaysshuttle.com
US Airways, Inc.	05/06/97	usairwaystravelworks.com
US Airways, Inc.	05/06/97	usairwaysvacation.com
US Airways, Inc.	01/09/98	ushuttle.com