

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type                         |
|---------------------------|----------|----------------|-------------------------------------|
| UAL Loyalty Services, LLC |          | 02/01/2006     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                   |                               |
|-------------------|-------------------------------|
| Name:             | JPMorgan Chase Bank, N.A.     |
| Street Address:   | 1111 Fannin                   |
| Internal Address: | 19th Floor                    |
| City:             | Houston                       |
| State/Country:    | TEXAS                         |
| Postal Code:      | 77002                         |
| Entity Type:      | National Banking Association: |

|                   |                       |
|-------------------|-----------------------|
| Name:             | Citicorp USA, Inc.    |
| Street Address:   | 388 Greenwich Street  |
| Internal Address: | 19th Floor            |
| City:             | New York              |
| State/Country:    | NEW YORK              |
| Postal Code:      | 10013                 |
| Entity Type:      | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number   | Word Mark                  |
|----------------------|----------|----------------------------|
| Registration Number: | 2988055  | AMENITI                    |
| Registration Number: | 2995801  | AMENITI LUXURY TRAVEL CLUB |
| Registration Number: | 2945974  | MILEAGE PLUS MALL          |
| Registration Number: | 2389537  | WWW.UAL.COM                |
| Registration Number: | 2733959  | WWW.UALCARGO.COM           |
| Serial Number:       | 78234815 | CRUISE4MILES               |

CH \$190.00 2988055

Serial Number:

78319166

MILEAGE PLUS TRANSFER MILES

**CORRESPONDENCE DATA**

Fax Number: (212)309-6001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-309-6072

Email: trademarks@morganlewis.com

Correspondent Name: Jeffrey H. Greene

Address Line 1: 1111 Pennsylvania Ave., NW

Address Line 2: Attn.: TMSU

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:

Margaret A. Delacruz

Signature:

/Margaret A. Delacruz/

Date:

02/13/2006

**Total Attachments: 21**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2006 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Trademark Security Agreement"), is made by UNITED AIR LINES, INC., a Delaware corporation (the "Borrower"), UAL CORPORATION, a Delaware corporation (the "Parent") and all of the direct and indirect domestic subsidiaries of the Parent signatory hereto (together with the Parent and the Borrower, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A. and CITICORP USA., INC., as co-collateral agents (each a "Collateral Agent" and together, the "Collateral Agents") on behalf of the Secured Parties (as defined below). All capitalized terms used herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as defined below) unless otherwise indicated herein.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Guaranty Agreement, dated as of the date hereof (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among the Grantors, the Collateral Agents, JPMorgan Chase Bank, N.A. and Citicorp USA, Inc, as co-administrative agents (the "Agents") for the financial institutions party thereto (the "Lenders" and together with the Agents, the Collateral Agents, the Paying Agent and their respective successors and assigns, the "Secured Parties"), JPMorgan Chase Bank, N.A., as paying agent, General Electric Capital Corporation, as syndication agent, J.P. Morgan Securities Inc. and Citigroup Global Markets, Inc., as joint lead arrangers and joint bookrunners, and the Lenders, the Lenders have agreed to make certain loans to the Borrower;

WHEREAS, it is a condition precedent to effectiveness of the Credit Agreement that, among other things: (i) the Grantors enter into a Security Agreement dated as of the date hereof by each of the Grantors in favor of the Collateral Agents for the benefit of the Secured Parties (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (ii) each of the Grantors execute this Trademark Security Agreement in order to grant a security interest in favor of the Collateral Agents on behalf of the Secured Parties to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment when due of the Obligations for the benefit of the Collateral Agents on behalf of the Secured Parties and for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to Section 2.03 of the Security Agreement, each Grantor does hereby grant to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks (as defined in the Security Agreement, but limited for purposes herein to United States Trademarks) owned by any Grantor, including, without limitation, each Trademark referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) (provided that no security interest shall be granted in the United States intent-to-use trademark applications until an amendment to allege use or a statement of use is filed with and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subjected to the lien granted herein), and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses (as defined in the Security Agreement, but limited for purposes herein to United States Trademark Licenses), including, without limitation, each Trademark License referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademark Licenses subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) and all the goodwill of the business connected with the use of, and symbolized by, the Trademark Licenses; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by a Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by any Grantor, including, without limitation, any Trademark referred to in Schedule I hereto, and of any Trademark licensed under any Trademark License, or for injury to goodwill associated with any Trademark owned by any Grantor or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interest granted to the Collateral Agents, for the ratable benefit of the Secured Parties, in the assets of the Grantors upon the terms and conditions as set forth in the Security Agreement. The Grantors do hereby acknowledge and affirm that the rights and remedies of the Collateral Agents, with respect to the security interest in the Trademarks and the Trademark Licenses made and granted hereby, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Each Grantor acknowledges that, pursuant to Section 5.15 of the Credit Agreement, the Borrower is required to cause each Person which becomes a direct or indirect domestic Subsidiary (other than Immaterial Subsidiaries) of the Parent to become a party hereto as an additional Grantor (each such Person, an "Additional Grantor") by executing an Instrument of Assumption and Joinder (a "Joinder") substantially in the form attached to the Credit Agreement as Exhibit H. Upon delivery of any such Joinder to the Collateral Agents, notice of which is hereby waived by the Grantors, each such Additional Grantor shall be deemed a Grantor hereunder and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each such Additional Grantor shall execute a Supplement in substantially the form of Exhibit A attached hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be discharged, diminished or otherwise affected (a) by the addition or release of any other Grantor hereunder, (b) any failure by the Borrower or any Grantor to cause any such Subsidiary of the Parent to become an Additional Grantor or a Grantor hereunder or (c) by

reason of the Collateral Agents' or any of the Secured Parties' actions in effecting, or failure to effect, any such Joinder, or in releasing any Grantor hereunder, in each case without the necessity of giving notice to or obtaining the consent of any other Grantor. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.**

The various parts of the Security Agreement and this Trademark Security Agreement are intended to be complementary; however, any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Security Agreement shall be resolved in the following order of precedence (with (i) having the highest priority): (i) Security Agreement, and (ii) Trademark Security Agreement.

This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature thereto.

This Trademark Security Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document contained in any of the other Collateral Documents.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, each of the Grantors 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.

**UNITED AIR LINES, INC.**

By: FS  
Name:  
Title:

**UAL CORPORATION**

By: FS  
Name:  
Title:

**AIR WIS SERVICES, INC.**

By: FS  
Name:  
Title:

**AIR WISCONSIN, INC.**

By: FS  
Name:  
Title:

**UAL LOYALTY SERVICES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**AMENITI TRAVEL CLUBS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MILEAGE PLUS HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, each of the Grantors 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.

**UNITED AIR LINES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**UAL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:


**AIR WIS SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:


**AIR WISCONSIN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

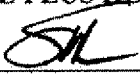
**UAL LOYALTY SERVICES, LLC**

By:   
Name: STEVEN M. RASHER  
Title: SVP Genl Counsel

**AMENITI TRAVEL CLUBS, INC.**


By:   
Name: STEVEN M. RASHER  
Title: SVP Genl Counsel

**MILEAGE PLUS HOLDINGS, INC.**

By:   
Name: STEVEN M. RASHER  
Title: SVP Genl Counsel

*Signature Page to Trademark Security Agreement*

**MILEAGE PLUS MARKETING, INC.**

By:   
Name: STEVEN M. CASHMAN  
Title: SR VP General Counsel & Secy

**UNITED AVIATION FUELS CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MILEAGE PLUS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**COVIA LLC**

By: \_\_\_\_\_  
Name:  
Title:



**MILEAGE PLUS MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**UNITED AVIATION FUELS CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**MILEAGE PLUS, INC.**


By: \_\_\_\_\_  
Name:  
Title:

**COVIA LLC**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to:

**JPMORGAN CHASE BANK, N.A.**  
**as Collateral Agent**

By:   
Name: William T. Strout  
Title: Managing Director

**CITICORP USA, INC.**  
**as Collateral Agent**

By: \_\_\_\_\_  
Name: James J. McCarthy  
Title: Director/Vice President

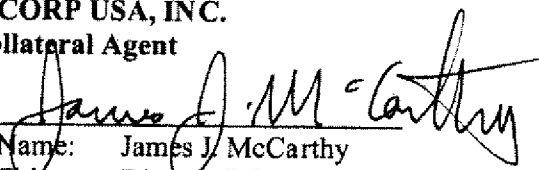
*Signature Page to Trademark Security Agreement*

Accepted and Agreed to:

**JPMORGAN CHASE BANK, N.A.**  
**as Collateral Agent**

By: \_\_\_\_\_  
Name: William T. Strout  
Title: Managing Director

**CITICORP USA, INC.**  
**as Collateral Agent**

By:   
Name: James J. McCarthy  
Title: Director/Vice President

*Signature Page to Trademark Security Agreement*

Trademarks

**Trademarks Owned by United Air Lines, Inc.**

| <b>Country</b> | <b>Mark Name</b>                         | <b>Application No.<br/>Filing Date</b> | <b>Registration No.<br/>Registration Date</b> |
|----------------|------------------------------------------|----------------------------------------|-----------------------------------------------|
| United States  | PREMIER                                  |                                        | 1,782,959<br>7/20/1993                        |
| United States  | PREMIER EXECUTIVE                        |                                        | 1,782,960<br>7/20/1993                        |
| United States  | UNITED CENTER                            |                                        | 1,900,144<br>6/13/1995                        |
| United States  | UNITED CENTER AND DESIGN                 |                                        | 1,900,143<br>6/13/1995                        |
| United States  | UNITED AIRLINES U LOGO AND DESIGN        |                                        | 1,808,020<br>11/30/1993                       |
| United States  | U WORLDWIDE SERVICE (STYLIZED)           |                                        | 1,827,753<br>3/22/1994                        |
| United States  | UNITED VACATIONS                         |                                        | 1,517,513<br>12/20/1988                       |
| United States  | UNITED AIR LINES AND LOGO                |                                        | 1,598,941<br>5/29/1990                        |
| United States  | UNITED VACATIONS                         |                                        | 1,578,151<br>1/16/1990                        |
| United States  | SWIFTIX (STYLIZED)                       |                                        | 1,497,109<br>7/19/1988                        |
| United States  | UNITED AIR LINES SWIFTIX (STYLIZED)      |                                        | 1,496,211<br>7/12/1988                        |
| United States  | THE RED CARPET CLUB (STYLIZED) (TM & SM) |                                        | 1,522,649<br>1/31/1989                        |
| United States  | RED CARPET CLUB (TM & SM)                |                                        | 1,133,123<br>4/15/1980                        |
| United States  | PASS PLUS                                |                                        | 1,663,659<br>11/5/1991                        |
| United States  | UNITED PASS PLUS                         |                                        | 1,664,430<br>11/12/1991                       |
| United States  | MEETING PLUS (STYLIZED)                  |                                        | 1,506,256<br>9/27/1988                        |
| United States  | MISCELLANEOUS DESIGN                     |                                        | 1,519,227<br>1/3/1989                         |
| United States  | THE EARLY SEATING                        |                                        | 1,935,816<br>11/14/1995                       |

| Country       | Mark Name                            | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---------------|--------------------------------------|--------------------------------|---------------------------------------|
| United States | U LOGO UNITED AIRLINES<br>(STYLIZED) |                                | 1,857,943<br>10/11/1994               |
| United States | UNITED ENTERTAINMENT<br>NETWORK      |                                | 1,795,333<br>9/28/1993                |
| United States | CRAWFORD & WILLIAMS AND<br>DESIGN    |                                | 1,799,016<br>10/19/1993               |
| United States | DESIGN MISCELLANEOUS                 |                                | 1,044,442<br>7/20/1976                |
| United States | HEMISPHERES                          |                                | 1,795,865<br>9/28/1993                |
| United States | FRIENDLY SKIES (in katakana)         |                                | 1,521,815<br>1/24/1989                |
| United States | MILEAGE PLUS                         |                                | 1,322,575<br>2/26/1985                |
| United States | UNITED CENTER                        |                                | 1,912,103<br>8/15/1995                |
| United States | ARRIVALS                             |                                | 1,967,024<br>4/9/1996                 |
| United States | UNITED CENTER AND DESIGN             |                                | 1,906,225<br>7/18/1995                |
| United States | UNITED VACATIONS<br>WORLD CARE       |                                | 1,977,803<br>6/4/1996                 |
| United States | E TICKET AND DESIGN                  |                                | 2,384,409<br>9/12/2000                |
| United States | ARRIVALS BY UNITED                   |                                | 1,998,346<br>9/3/1996                 |
| United States | U LOGO UNITED                        |                                | 2,017,727<br>11/19/1996               |
| United States | UNITED EXPRESS                       |                                | 1,467,646<br>12/1/1987                |
| United States | THE FRIENDLY SKIES                   |                                | 1,079,072<br>12/6/1977                |
| United States | SUNBIRD                              |                                | 843,032<br>1/23/1968                  |
| United States | UNITED AIR LINES AND DESIGN          |                                | 627,996<br>5/29/1956                  |
| United States | UNITED                               |                                | 676,462<br>3/31/1959                  |
| United States | PERKS PLUS                           |                                | 2,121,465<br>12/16/1997               |

| <b>Country</b> | <b>Mark Name</b>                        | <b>Application No.<br/>Filing Date</b> | <b>Registration No.<br/>Registration Date</b> |
|----------------|-----------------------------------------|----------------------------------------|-----------------------------------------------|
| United States  | E-FARES                                 |                                        | 2,186,409<br>9/1/1998                         |
| United States  | MILEAGE PLUS RESIDENTIAL<br>REWARDS     |                                        | 2,269,403<br>8/10/1999                        |
| United States  | 1K                                      |                                        | 2,117,924<br>12/2/1997                        |
| United States  | UNITED GROUND LINK                      |                                        | 2,252,433<br>6/15/1999                        |
| United States  | SKYPATH                                 |                                        | 2,654,614<br>11/26/2002                       |
| United States  | UNITED COLLEGE PLUS                     |                                        | 2,275,603<br>9/7/1999                         |
| United States  | UNITED BUSINESS                         |                                        | 2,306,539<br>1/4/2000                         |
| United States  | UNITED FIRST                            |                                        | 2,300,706<br>12/14/1999                       |
| United States  | UNITED ECONOMY                          |                                        | 2,306,550<br>1/4/2000                         |
| United States  | SWOOSH U DESIGN                         |                                        | 2,301,727<br>12/21/1999                       |
| United States  | UNITED AND SWOOSH U DESIGN              |                                        | 2,301,726<br>12/21/1999                       |
| United States  | UNITED VACATIONS AND<br>SWOOSH U DESIGN |                                        | 2,292,439<br>11/16/1999                       |
| United States  | UNITED & U STYLIZED                     |                                        | 2,488,090<br>9/11/2001                        |
| United States  | ODOMETER MILES                          |                                        | 2,409,193<br>11/28/2000                       |
| United States  | UNITED SHUTTLE                          |                                        | 2,296,054<br>11/30/1999                       |
| United States  | UNITED FIRST SUITE                      |                                        | 2,407,047<br>11/21/2000                       |
| United States  | VOLUNTEERMILES                          |                                        | 2,387,142<br>9/19/2000                        |
| United States  | TD.GUARANTEED                           |                                        | 2,728,255<br>6/17/2003                        |
| United States  | AVIATION MANAGEMENT<br>EXCHANGE         |                                        | 2,541,126<br>2/19/2002                        |
| United States  | PERSONAL MILES                          |                                        | 2,381,989<br>8/29/2000                        |

| Country       | Mark Name                             | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---------------|---------------------------------------|--------------------------------|---------------------------------------|
| United States | ECONOMY PLUS                          |                                | 2,413,230<br>12/12/2000               |
| United States | UNITED UPDATE                         |                                | 2,640,127<br>10/22/2002               |
| United States | CHARIOT                               |                                | 2,589,053<br>7/2/2002                 |
| United States | GIVE MILES                            |                                | 2,572,261<br>5/21/2002                |
| United States | SOARING THROUGH HISTORY<br>(TM & SM)  |                                | 2,550,675<br>3/19/2002                |
| United States | UNITED CARGO AND DESIGN               |                                | 2,461,106<br>6/19/2001                |
| United States | PREMIER PARTNER                       |                                | 2,623,171<br>9/24/2002                |
| United States | LIFE IS A JOURNEY. TRAVEL IT<br>WELL. |                                | 2,525,995<br>1/1/2002                 |
| United States | PILOT FOR A DAY                       |                                | 2,451,014<br>5/15/2001                |
| United States | E-TICKET-II INTERLINE                 |                                | 2,726,065<br>6/10/2003                |
| United States | UNITED.COM                            |                                | 2,473,713<br>7/31/2001                |
| United States | UNITED SAMEDAY                        |                                | 2,524,860<br>1/1/2002                 |
| United States | UNITED EASYACCESS                     |                                | 2,582,170<br>6/18/2002                |
| United States | UNITED EASYINFO (TM & SM)             |                                | 2,582,169<br>6/18/2002                |
| United States | UNITED EASYCHECK-IN                   |                                | 2,749,415<br>8/12/2003                |
| United States | JUNIOR WINGS                          |                                | 2,750,977<br>8/12/2003                |
| United States | VEHICLE MILES                         |                                | 2,599,798<br>7/23/2002                |
| United States | CHICAGO'S HOMETOWN AIRLINE            |                                | 2,804,686<br>1/13/2004                |
| United States | GROUPPLUS                             |                                | 2,657,167<br>12/3/2002                |
| United States | EASYREBOOK                            |                                | 2,659,338<br>12/10/2002               |

| Country       | Mark Name                        | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---------------|----------------------------------|--------------------------------|---------------------------------------|
| United States | UNITED CARGO                     |                                | 2,651,633<br>11/19/2002               |
| United States | UNITEDCARGO.COM                  |                                | 2,639,093<br>10/22/2002               |
| United States | UNITEDESCAPES                    |                                | 2,731,486<br>7/1/2003                 |
| United States | UNITED SAMEDAYPLUS               |                                | 2,654,391<br>11/26/2002               |
| United States | UNITED GLOBAL SERVICES           |                                | 2,942,895<br>4/19/2005                |
| United States | UNITED EASYCHECK-IN ONLINE       |                                | 2,891,245<br>10/5/2004                |
| United States | UNITED PET CLASS                 |                                | 2,958,120<br>5/31/2005                |
| United States | EASYSCHEDULE                     |                                | 2,900,821<br>11/2/2004                |
| United States | IT'S TIME TO FLY                 |                                | 2,919,116<br>1/18/2005                |
| United States | TEDSELECT                        |                                | 2,979,796<br>7/26/2005                |
| United States | UNITED PROS                      |                                | 2,990,578<br>8/30/2005                |
| United States | UNITED CRUISES                   |                                | 2,990,582<br>8/30/2005                |
| United States | SILVER WINGS PLUS                |                                | 3,034,713<br>12/27/2005               |
| United States | PLUS = MORE                      |                                | 3,035,734<br>12/27/2005               |
| United States | UNITED AIRLINES                  |                                | 1,750,451<br>2/2/1993                 |
| United States | ORIENT AND DESIGN                |                                | 1,547,691<br>7/11/1989                |
| United States | HAWAII AND DESIGN                |                                | 1,553,277<br>8/22/1989                |
| United States | AMERICA AND DESIGN               |                                | 1,566,406<br>11/14/1989               |
| United States | CLIPPER (STYLIZED)               |                                | 510,452<br>5/31/1949                  |
| United States | THE AIRLINE NETWORK FOR<br>EARTH |                                | 2,244,329<br>5/11/1999                |



| Country       | Mark Name                             | Application No.<br>Filing Date | Registration No.<br>Registration Date |
|---------------|---------------------------------------|--------------------------------|---------------------------------------|
| United States | STAR ALLIANCE                         |                                | 2,678,368<br>1/21/2003                |
| United States | STAR ALLIANCE & DESIGN                |                                | 2,565,463<br>4/30/2002                |
| United States | STAR ALLIANCE & DESIGN                |                                | 2,678,370<br>1/21/2003                |
| United States | STAR ALLIANCE                         |                                | 2,678,365<br>1/21/2003                |
| United States | STAR ALLIANCE AND DESIGN (TM<br>& SM) |                                | 2,565,459<br>4/30/2002                |
| United States | UNITED RED CARPET CLUB AND<br>DESIGN  | 78/449,000<br>7/12/2004        |                                       |
| United States | UNITED RED CARPET CLUB                | 78/448,911<br>7/11/2004        |                                       |
| United States | EASYUPDATE                            | 78/567,662<br>2/15/2005        |                                       |
| United States | UNITED EASYUPDATE                     | 78/567,631<br>2/15/2005        |                                       |
| United States | EASYCHECK-IN ONLINE                   | 78/568,324<br>2/16/2005        |                                       |
| United States | EASYCHECK-IN                          | 78/567,941<br>2/15/2005        |                                       |
| United States | EASYACCESS                            | 78/567,947<br>2/15/2005        |                                       |
| United States | SILVER WINGS PLUS                     | 78/598,473<br>3/30/2005        |                                       |
| United States | BUSINESS1                             | 78/659,584<br>6/28/2005        |                                       |
| United States | BUSINESS1                             | 78/659,628<br>6/28/2005        |                                       |

**Trademarks Owned by UAL Loyalty Services, LLC**

| <b>Country</b> | <b>Mark Name</b>            | <b>Application No.<br/>Filing Date</b> | <b>Registration No.<br/>Registration Date</b> |
|----------------|-----------------------------|----------------------------------------|-----------------------------------------------|
| United States  | AMENITI                     |                                        | 2,988,055<br>8/23/2005                        |
| United States  | AMENITI LUXURY TRAVEL CLUB  |                                        | 2,995,801<br>9/13/2005                        |
| United States  | MILEAGE PLUS MALL           |                                        | 2,945,974<br>5/3/2005                         |
| United States  | WWW.UAL.COM                 |                                        | 2,389,537<br>9/26/2000                        |
| United States  | WWW.UALCARGO.COM            |                                        | 2,733,959<br>7/8/2003                         |
| United States  | CRUISE4MILES                | 78/234,815<br>4/7/2003                 |                                               |
| United States  | MILEAGE PLUS TRANSFER MILES | 78/319,166<br>10/27/2003               |                                               |

**Trademark Licenses**

| <b>Licensor</b>             | <b>Licensee</b>                                     | <b>Date</b> |
|-----------------------------|-----------------------------------------------------|-------------|
| Star Alliance Members       | United Air Lines, Inc.                              | 11/22/2002  |
| UAL Loyalty Services, Inc.* | United Air Lines, Inc.                              | 11/22/2002  |
| WB Music Corporation        | United Air Lines, Inc.                              | 5/5/1987    |
| United Air Lines, Inc.      | UAL Loyalty Services, Inc.*                         | 11/22/2002  |
| United Air Lines, Inc.      | Herpa Miniaturmodelle GmbH                          | 5/1/1993    |
| United Air Lines, Inc.      | Realtoy International, Ltd                          | 1/1/1993    |
| United Air Lines, Inc.      | Seattle Model Aircraft Corporation                  | 1/1/2004    |
| United Air Lines, Inc.      | PacMin, Inc.                                        | 1/1/2004    |
| United Air Lines, Inc.      | Schabak Modellspielwaren, Wolfgang Stolpe & Company | 5/1/1996    |
| United Air Lines, Inc.      | New-Ray Toys Development, Ltd.                      | 4/1/2005    |
| United Air Lines, Inc.      | Daron Worldwide Trading, Inc.                       | 4/1/1999    |
| United Air Lines, Inc.      | Showcase Airplanes Co.                              | 8/1/1999    |
| United Air Lines, Inc.      | Thomas J. Kalina                                    | 2/1/2005    |
| United Air Lines, Inc.      | Andrew Hankinson                                    | 1/1/2004    |

|                        |                                                 |            |
|------------------------|-------------------------------------------------|------------|
| United Air Lines, Inc. | Mainliner Club, Inc.                            | 10/21/1968 |
| United Air Lines, Inc. | CPG Products<br>Corp./Fundamensions<br>Division | 11/30/1981 |
| United Air Lines, Inc. | Ansett Australia                                | 10/7/1996  |
| United Air Lines, Inc. | Mileage Plus, Inc.                              | 1/1/1996   |
| United Air Lines, Inc. | Ansett New Zealand                              | 12/23/1997 |
| United Air Lines, Inc. | United Holidays Pvt., Ltd.                      | 8/1/1995   |

\*now known as UAL Loyalty Services, LLC

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT NO. \_\_\_ TO THE  
TRADEMARK SECURITY  
AGREEMENT DATED AS OF \_\_\_\_\_

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 1, 2006 (as the same has been, or may hereafter be, amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition have the meanings given to them in the Trademark Security Agreement), made by UNITED AIR LINES, INC. (the "Borrower"), UAL CORPORATION (the "Parent"), the direct and indirect domestic subsidiaries of the Parent signatory thereto, **[ANY ADDITIONAL GRANTORS,]** (together with the Parent and the Borrower, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A. and CITICORP USA, INC. (together, the "Collateral Agents") on behalf of the Secured Parties, the Grantors have granted and pledged to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in, to and under the Trademarks and Trademark Licenses, all as more fully set forth in the Security Agreement and Trademark Security Agreement;

WHEREAS, the Grantors have acquired or created additional Trademarks **[and/or Trademark Licenses]** since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto and hold certain additional Trademarks **[and/or Trademark Licenses]**; and

WHEREAS, Schedule I to the Trademark Security Agreement does not reflect Trademarks **[and/or Trademark Licenses]** acquired or created by the Grantors since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto.

THEREFORE,

A. To secure the prompt and complete payment when due of the Obligations of the Borrower under the Credit Agreement and each of the other Loan Documents and to secure the performance and observance by each of the Grantors of all the agreements, covenants and provisions contained in the Credit Agreement and in the Loan Documents for the benefit of the Collateral Agents on behalf of the Secured Parties, the Grantors do hereby grant to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantors' right, title and interest in and to each and every Trademark **[and/or Trademark License]** being added to Schedule I (provided that no security interest shall be granted in the United States intent-to-use trademark applications until an amendment to allege use or a statement of use is filed with and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subjected to the lien granted herein) to the Trademark Security Agreement pursuant to paragraph B below.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule I thereof so as to reflect all of the Trademarks [**and/or Trademark Licenses**] in and to which the Grantors have granted a security interest to the Collateral Agents, for the ratable benefit of the Secured Parties, pursuant to the terms of the Security Agreement, the Trademark Security Agreement and the Credit Agreement.

The following Trademarks [**and/or Trademark Licenses**] are hereby added to Schedule I to the Trademark Security Agreement:

Part A

TRADEMARKS

[Entity]

| <u>Country</u> | <u>Owner</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Trademark</u> |
|----------------|--------------|------------------------|-------------------------|--------------------------|------------------|
|----------------|--------------|------------------------|-------------------------|--------------------------|------------------|

Part B

TRADEMARK APPLICATIONS

[Entity]

| <u>Country</u> | <u>Owner</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Trademark</u> |
|----------------|--------------|------------------------|-------------------------|--------------------------|------------------|
|----------------|--------------|------------------------|-------------------------|--------------------------|------------------|

Part C

TRADEMARK LICENSES

[Entity]

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement", "this Agreement", "this Trademark Security Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

This Supplement shall be construed as supplemental to the Trademark Security Agreement and shall form a part thereof, and the Trademark Security Agreement and all

documents contemplated thereby and any previously executed Supplements thereto, are each hereby incorporated by reference herein and confirmed and ratified by the Grantors.

The execution and filing of this Supplement, and the addition of the Trademarks [and/or Trademark Licenses] set forth herein are not intended by the parties to derogate from, or extinguish, any of the Collateral Agents' rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantors and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantors and heretofore filed in any state or county in the United States of America or elsewhere.

**THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.**

This Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or electronic transmission shall be deemed to be an original signature thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantors have caused this Supplement No. \_\_\_\_ to the Trademark Security Agreement to be duly executed as of the date and year first written above.

**[INSERT NAME OF EACH GRANTOR]**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to:

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

CITICORP USA, INC.  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title: