

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SkyMall, Inc.		02/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1896668	BEJEWELLED ELEGANCE
Registration Number:	2393679	SKYDISC
Registration Number:	2812017	SKYDISC
Registration Number:	1708173	SKYMALL
Registration Number:	2258774	SKYMALL
Registration Number:	2560417	SKYMALL
Registration Number:	2716526	SKYMALL
Registration Number:	2343788	SKYMALL.COM
Registration Number:	2345744	SKYMALLTRAVEL.COM
Registration Number:	2351950	SKYMALLTRAVEL.COM
Registration Number:	1843376	TRAVELMALL

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

CH \$290.00 1896668

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1621358
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/14/2006

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 6th day of February, 2006, SKYMALL, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 1520 East Pima Street, Phoenix, Arizona 85034, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of December 1, 2005 among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Secured Creditors, on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, INC.

By: 
Name: Dick Larson
Title: CFO

HARRIS N.A., as Agent

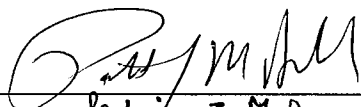
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, INC.

By: _____
Name: _____
Title: _____

HARRIS N.A., as Agent

By:  _____
Name: Patrick J. McDonnell
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARKS	REGISTRATION DATE	REGISTRATION NUMBER
BEJEWELLED ELEGANCE	05-30-1995	1,896,668
SKYDISC	10-10-2000	2,393,679
SKYDISC & Design	02-10-2004	2,812,017
SKYMALL	08-18-2002	1,708,173
SKYMALL	07-06-1999	2,258,774
SKYMALL & Design	04-09-2002	2,560,417
SKYMALL & Design	05-13-2003	2,716,526
SKYMALL.COM	04-18-2000	2,343,788
SKYMALLTRAVEL.COM	04-25-2000	2,345,744
SKYMALLTRAVEL.COM	05-23-2000	2,351,950
TRAVELMALL	07-05-1994	1,843,376

PENDING FEDERAL TRADEMARK APPLICATIONS

None

FOREIGN REGISTERED TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Puerto Rico	Skymall	45744	3/31/01