

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
ATA Airlines, Inc.		02/28/2006	CORPORATION: INDIANA
New ATA Acquisition Inc.		02/28/2006	CORPORATION: DELAWARE
New ATA Holdings Inc.		02/28/2006	CORPORATION: DELAWARE
New ATA Investment Inc.		02/28/2006	CORPORATION: DELAWARE
American Trans Air Execujet, Inc.		02/28/2006	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Citibank, N.A. as Collateral Agent
Street Address:	388 Greenwich Street, 14th Floor
Internal Address:	c/o Citibank, N.A., Agency and Trust
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76637260	GO EASY.GO ATA.
Registration Number:	2784415	AN HONESTLY DIFFERENT AIRLINE
Registration Number:	2570178	STRAIGHT TO THE GATE
Registration Number:	2485426	ATA STRAIGHT TO THE GATE
Registration Number:	2649140	QUICK SAVER
Registration Number:	2543048	WHADJAPAY?
Registration Number:	2241527	HTTP://WWW.ATA.COM
Registration Number:	2144529	ATA NET FARES
Registration Number:	1908857	ATA
Registration Number:	1915487	ATA

OP \$315.00 76637260

Registration Number:	1903046	ON ATA YOU'RE ON VACATION
Registration Number:	1498057	ATA

CORRESPONDENCE DATA

Fax Number: (212)697-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2126966000
Email: trademark@cm-p.com
Correspondent Name: Michael J. Brown
Address Line 1: 101 Park Avenue
Address Line 2: Curtis, Mallet-Prevost - 34th Floor
Address Line 4: New York, NEW YORK 10178-0061

ATTORNEY DOCKET NUMBER:	000986-0012
NAME OF SUBMITTER:	Michael J. Brown
Signature:	/MichaelJBrown/
Date:	03/01/2006

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED AS OF FEBRUARY 28, 2006

between

**THE GRANTORS REFERRED TO HEREIN,
as Grantors,**

and

**CITIBANK, N.A.,
as Collateral Agent**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of February 28, 2006, is made by the Grantors listed on the signature pages hereof (collectively, the "Grantors") in favor of Citibank, N.A., a national banking association organized and existing under the laws of the United States of America, as collateral agent for the Lenders and the Participants (as such terms are defined in the Loan Agreement referred to below) (the "Collateral Agent"). Capitalized terms defined in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, ATA Airlines, Inc. (f/k/a American Trans Air, Inc.), ATA Holdings Inc., a Delaware corporation (the "Parent"), the subsidiaries of the Parent party thereto, the several banks and other financial institutions or entities from time to time parties thereto as lenders, Citibank, N.A., as Agent (the "Agent") and the Collateral Agent have entered into that certain Amended and Restated Loan Agreement dated as of the date hereof (the "Loan Agreement"); and

WHEREAS, in connection with the Loan Agreement, the Grantors have entered into a Amended and Restated Mortgage and Security Agreement dated of even date herewith (the "Security Agreement"), pursuant to which, among other things, the Grantors have granted to the Collateral Agent, for the ratable security and benefit of the Lenders and the Participants, a security interest in the personal 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, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for itself and for the ratable benefit of the Lenders and the Participants, as security for the prompt payment of the principal of, interest on, and all other amounts due with respect to, the Loan and to secure the performance and observance by each of the Grantors of all the agreements, covenants and provisions contained herein, in the Loan Agreement and in the other Loan Documents, and the prompt payment of any and all amounts from time to time owing hereunder, under the Loan Agreement and the other Loan Documents (the "Secured Obligations"), and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, each Grantor has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm unto the Collateral Agent, its successors and assigns, for the ratable security and benefit of the Lenders and the Participants, a first priority security interest in and first priority mortgage

Lien on all estate, right, title and interest of such Grantor in, to and under the following described property, rights, interests and privileges, whether now owned or hereafter acquired by such Grantor, and wherever located (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.

Anything herein to the contrary notwithstanding, in no event shall the security interest granted under this Section 1 attach to any Excluded Assets.

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 and the Collateral Agent does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent, and the terms of the termination and release thereof, 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. Unless otherwise expressly provided in this IP Security Agreement, if any provision contained in this IP Security Agreement conflicts with any provision of any other Loan Document, the provision contained in this IP Security Agreement shall govern and control, except to the extent of a conflict with the Loan Agreement, in which case the Loan Agreement shall control; provided, that the inclusion of supplemental rights or remedies in favor of the Agent, the Collateral Agent or the Lenders in any other Loan Document shall not be deemed a conflict with this IP Security Agreement.

Section 6. Notices. All notices and other communication required hereunder or in connection herewith shall be in writing and given in accordance with Section 9.7 of the Loan Agreement.

Section 7. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the law of the State of New York; provided, that the rights and obligations of the Board hereunder shall be governed by, and construed in accordance with, the Federal law of the United States of America, if and to the extent such Federal law is applicable, and otherwise in accordance with the law of the State of New York. The provisions of Section 9.11, Section 9.12 and Section 9.18 of the Loan Agreement are incorporated herein *mutatis mutandis*, as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

ATA AIRLINES, INC.

By: John G. Devison
Name:
Title:

NEW ATA HOLDINGS INC.

By: John G. Devison
Name:
Title:

NEW ATA ACQUISITION INC.

By: John G. Devison
Name:
Title:

NEW ATA INVESTMENT INC.

By: John G. Devison
Name:
Title:

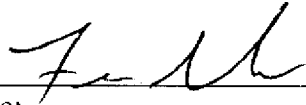
[Signature page to IP Security Agreement]

AMERICAN TRANS AIR EXECUJET, INC.

By: John G. Dennis
Name:
Title:

[Signature page to IP Security Agreement]

CITIBANK, N.A., as Collateral Agent


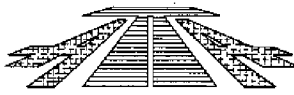
By: 
Name: _____
Title: **Fernando Moreyra**
Assistant Vice President

[Signature page to IP Security Agreement]

SCHEDULE A
Patents

None

SCHEDULE B
Trademarks and Service Marks

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Class	Owner
GO EASY. GO ATA.	76/637,260	4/27/2005	39	ATA Airlines, Inc.
AN HONESTLY DIFFERENT AIRLINE	2,784,415	11/18/2003	39	ATA Airlines, Inc.
STRAIGHT TO THE GATE	2,570,178	5/14/2002	39	ATA Airlines, Inc.
ATA STRAIGHT TO THE GATE	2,485,426	9/4/2001	39	ATA Airlines, Inc.
QUICK SAVER	2,649,140	11/12/2002	39	ATA Airlines, Inc.
WHADJAPAY?	2,543,048	2/26/2002	39	ATA Airlines, Inc.
HTTP://WWW.ATA.COM	2,241,527	4/27/1999	39	ATA Airlines, Inc.
ATA NET FARES	2,144,529	3/17/1998	39	ATA Airlines, Inc.
ATA	1,908,857	8/1/1995	39	ATA Airlines, Inc.
ATA & Design 	1,915,487	8/29/1995	39	ATA Airlines, Inc.
ON ATA YOU'RE ON VACATION	1,903,046	7/4/1995	39	ATA Airlines, Inc.
ATA (Stylized) 	1,498,057	7/26/1988	39	ATA Airlines, Inc.

SCHEDULE C
Copyrights

None