

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
America West Airlines, Inc.		01/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	US Airways, Inc.
Street Address:	111 West Rio Salado Parkway
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1445610	AMERICA WEST
Registration Number:	1376326	AMERICA WEST AIRLINES
Registration Number:	2065046	AMERICA WEST AIRLINES
Registration Number:	3019942	AW AMERICA WEST AIRLINES
Registration Number:	2499311	AMERICA WEST CHAIRMAN'S CLUB
Registration Number:	2651639	AMERICA WEST EXPRESS
Registration Number:	1444497	AMERICA WEST EXPRESS
Registration Number:	2132269	AMERICA WEST GOLF VACATIONS
Registration Number:	2906639	AMERICA WEST VACATIONS
Registration Number:	2908621	AMERICA WEST VACATIONS
Registration Number:	2908622	AMERICA WEST VACATIONS
Registration Number:	2081265	AW AMERICA WEST AIRLINES
Registration Number:	2622992	AW AMERICA WEST CLUB
Registration Number:	2361406	W AMERICA WEST VACATIONS

OP \$740.00 1445610

Registration Number:	1377595	AWA
Registration Number:	2946973	BUY ON BOARD
Registration Number:	2063235	EFFORTLESS TICKETING
Registration Number:	2341932	EVERY FLIGHT COUNTS
Registration Number:	2943712	FLIGHTFUND
Registration Number:	1491545	FLIGHTFUND
Registration Number:	2351322	FLIGHT FUND
Registration Number:	2350579	THE LEISURE COMPANY
Registration Number:	1458737	LESS FARE, MORE CARE.
Registration Number:	2963965	\$ LOW FARE FINDER
Registration Number:	2350858	MERIT MILES
Registration Number:	2354120	MILES OF HOPE
Registration Number:	2446781	MILES OF HOPE
Registration Number:	2523253	OPERATION: SPECIAL DELIVERY
Registration Number:	2287884	SURF 'N GO

CORRESPONDENCE DATA

Fax Number: (602)734-3750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602.262.5311
Email: TRADEMARKS@LRLAW.COM
Correspondent Name: Christy L.E. Hubbard
Address Line 1: 40 N. Central Avenue, Suite 1900
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	36399-22
NAME OF SUBMITTER:	Christy L.E. Hubbard
Signature:	/CHRISTY L.E. HUBBARD/
Date:	06/12/2006

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Agreement is between America West Airlines, Inc., a Delaware corporation located at 111 W. Rio Salado Parkway., Tempe, Arizona 85281 ("**Assignor**") and US Airways, Inc., a Delaware corporation located at 111 West Rio Salado Parkway, Tempe, Arizona 85281 ("**Assignee**") and is effective as of January 1, 2006 (the "**Effective Date**"). Assignor and Assignee may be referred to individually as a Party and together as the Parties.

WHEREAS Assignor owns all common law and statutory rights in and to the trademarks and trademark filings listed in Exhibits A and B (the "**Trademarks**");

WHEREAS Assignor owns common law rights in, along with pending federal intent to use trademark applications for the trademarks listed in Exhibit C (the "**Intent to Use Marks**");

WHEREAS the Parties have entered agreements regarding a merger between them and whereas the Parties intend to consolidate their trademark holdings as a part of that merger;

WHEREAS Assignee, an ongoing and existing business, wishes to acquire all right, title and interest in and to the Trademarks and the Intent to Use Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee any and all right, title and interest in and to the Trademarks, together with any goodwill of the business symbolized thereby, and all books, records, rights under agreements and registrations and applications relating to the foregoing owned by Assignor in any jurisdiction as of the Effective Date of this Agreement. The assignment is made "as is" and Assignor makes no representations or warranties about the status or enforceability of the Trademarks.

2. Assignor agrees to assign to Assignee all right, title and interest in and to the Intent to Use Applications and the common law trademark rights embodied therein along with the goodwill of the business symbolized thereby, to Assignee after an amendment to allege use or statement of use has been accepted by the United States Patent and Trademark Office ("**USPTO**"). Assignor further agrees to assign all books, records, rights under agreements and registrations and applications relating to the foregoing owned by Assignor in any jurisdiction. The Parties agree to execute the assignments contained in Exhibits D and E for filing with the USPTO. The assignment shall be "as is" and Assignor makes no representations or warranties about the status or enforceability of the Intent to Use Marks or whether a statement of use will be accepted by the USPTO.

3. Assignor further agrees to and hereby assigns to Assignee all causes of action arising out of or related to past, present or future infringement or misappropriation of the Trademarks and the Intent to Use Marks and related remedies, including, without limitation, the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the Trademarks and the Intent to Use Marks and collect damages therefore.

4. The grants in Paragraphs 1, 2 and 3 of this Agreement are effective in the United States and throughout the world.

5. Subject to the limitations of Paragraph 2, Assignee shall have the sole and exclusive authority to file, prosecute and maintain trademark applications and registrations for the Trademarks and the trademarks embodied in the Intent to Use Applications in the United States and throughout the world.

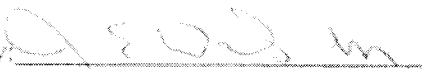
6. Assignor agrees that, at any time and from time to time, it or its agents will promptly execute and deliver all further instruments and documents, and take all further action at the request of Assignee that may be necessary to implement, perfect or record the transfers contemplated by this Agreement. Assignor agrees to cooperate with and assist Assignee in obtaining, enforcing and defending its rights in the Trademarks and Intent to Use Applications.

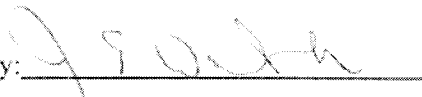
7. This Agreement, along with the recitals which are incorporated herein, contains the entire understanding and agreement between the Parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

The Parties hereby execute this Agreement by signature of their authorized representatives below

AMERICA WEST AIRLINES, INC.,
a Delaware corporation

US AIRWAYS, INC.,
a Delaware corporation

By: 

By: 

Its: Sr. VP & General Counsel

Its: Sr. VP & General Counsel

EXHIBIT A

Trademark	App/Reg No.
AMERICA WEST	1,445,610
AMERICA WEST AIRLINES	1,376,326
AMERICA WEST AIRLINES & Design	2,065,046
AMERICA WEST AIRLINES & Design	3,019,942
AMERICA WEST CHAIRMAN'S CLUB & Design	2,499,311
AMERICA WEST EXPRESS	2,651,639
AMERICA WEST EXPRESS & Design	1,444,497
AMERICA WEST GOLF VACATIONS	2,132,269
AMERICA WEST VACATIONS	2,906,639
AMERICA WEST VACATIONS	2,908,621
AMERICA WEST VACATIONS	2,908,622
AW AMERICA WEST AIRLINES & Design	2,081,265
AW AMERICA WEST CLUB & Design	2,622,992
AW AMERICA WEST VACATIONS & Design	2,361,406
AWA Design	1,377,595
BUY ON BOARD	2,946,973
EFFORTLESS TICKETING	2,063,235
EVERY FLIGHT COUNTS	2,341,932
FLIGHTFUND	2,943,712
FLIGHTFUND and Design	1,491,545
FLIGHTFUND and Design	2,351,322
THE LEISURE COMPANY	2,350,579
LESS FARE, MORE CARE.	1,458,737
LOW FARE FINDER & Design	2,963,965
MERIT MILES	2,350,858
MILES OF HOPE	2,354,120
MILES OF HOPE	2,446,781
OPERATION: SPECIAL DELIVERY	2,523,253
SURF 'N GO	2,287,884