

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.		08/22/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	76678023	SKYWAYCAFÉ
Serial Number:	76669818	ATA FLIGHTBANK
Registration Number:	1498057	ATA
Registration Number:	1903046	ON ATA YOU'RE ON VACATION
Registration Number:	1908857	ATA
Registration Number:	1915487	ATA
Registration Number:	2144529	ATA NET FARES
Registration Number:	2241527	HTTP://WWW.ATA.COM
Registration Number:	2485426	ATA STRAIGHT TO THE GATE
Registration Number:	2543048	WHADJAPAY?
Registration Number:	2570178	STRAIGHT TO THE GATE
Registration Number:	2649140	QUICK SAVER
Registration Number:	2784415	AN HONESTLY DIFFERENT AIRLINE
Registration Number:	3092071	GO EASY.GO ATA.

OP \$365.00 76678023

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-251-5131
Email: irothman@stblaw.com
Correspondent Name: Ivan Rothman, esq.
Address Line 1: 2550 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509335/1088
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	08/29/2007

Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August __, 2007 is made by ATA AIRLINES, INC., an Indiana Corporation, located at 7337 West Washington Street, Indianapolis, IN 46231 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the benefit of the Secured Parties (as such term is defined in the Guarantee and Collateral Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, dated as of August 14, 2007 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among NEW ATA ACQUISITION, INC. ("Borrower"), the Lenders and other such parties thereto from time to time (collectively, the "Lenders"), the Agent and the documentation agent named therein, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Term Loan Agreement, the Grantor and certain other parties have executed and delivered a Guarantee and Collateral Agreement, dated as of August 14, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and exclusive Licenses thereof (other than Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Term Loan Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Term Loan Agreement and the Guarantee and Collateral Agreement.

SECTION 2 Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and agrees to assign and transfer, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks and exclusive Licenses thereof (including, without limitation, those items listed on Schedule A hereto but excluding Excluded Property) (collectively, the "Collateral"), to the Agent for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3 Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and

conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4 Acknowledgment. The Grantor and the Agent hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term Loan Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of August, 2007.

ATA AIRLINES, INC.
as Grantor

By: BTH
Name: BRIAN T. HUNT
Title: SR Vice President & Secretary

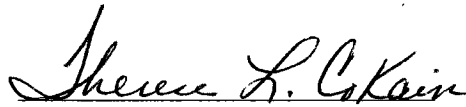
JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana)
) ss
COUNTY OF Hendricks)

On the 20th day of August 2007 before me personally came Brian T. Hunt, who is personally known to me to be the Sr. V.P. & Secretary of ATA AIRLINES, INC., an Indiana Corporation; who, being duly sworn, did depose and say that she/he is the Sr. V.P. & Secretary in such [form of entity], the [form of entity] described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the [governing body of entity — i.e., Board of Directors] of such [form of entity]; and that she/he acknowledged said instrument to be the free act and deed of said [form of entity].



THERESE L. COKAIN Notary Public
NOTARY PUBLIC STATE OF INDIANA
HENDRICKS COUNTY
MY COMMISSION EXP. DEC. 13, 2014

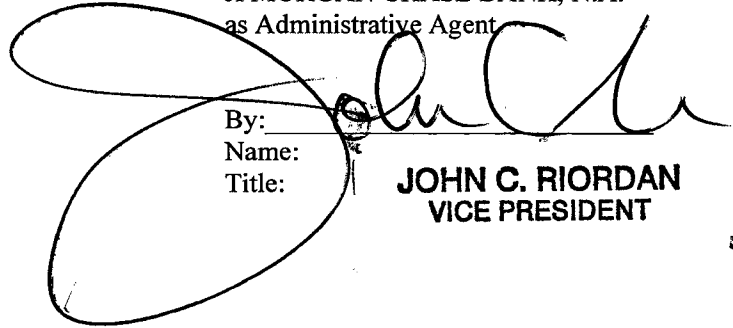
(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of August, 2007.

ATA AIRLINES, INC.
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name:
Title:

JOHN C. RIORDAN
VICE PRESIDENT

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
 COUNTY OF New York)

On the 22 day of August, 2007, before me personally came John C. Riordan who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the _____ in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Rose O'Connor
 Notary Public

(PLACE STAMP AND SEAL ABOVE)

ROSE O'CONNOR
Notary Public, State of New York
No. 01OC4750801
Qualified in New York County
Commission Expires October 31, 2009

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration or Application Number
SKYWAYCAFÉ	76/678,023
ATA FLIGHTBANK	76/669,818
ATA (Stylized)	1,498,057
ON ATA YOU'RE ON VACATION	1,903,046
ATA	1,908,857
ATA & Design	1,915,487
ATA NET FARES	2,144,529
HTTP://WWW.ATA.COM	2,241,527
ATA STRAIGHT TO THE GATE	2,485,426
WHADJAPAY?	2,543,048
STRAIGHT TO THE GATE	2,570,178
QUICK SAVER	2,649,140
AN HONESTLY DIFFERENT AIRLINE	2,784,415
GO EASY.GO ATA.	3,092,071

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