

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		09/15/2008	LIMITED LIABILITY COMPANY: DELAWARE
United Air Lines, Inc.		09/15/2008	CORPORATION: DELAWARE
Mileage Plus Holdings, Inc.		09/15/2008	CORPORATION: DELAWARE
Mileage Plus Marketing, Inc.		09/15/2008	CORPORATION: DELAWARE
Mileage Plus, Inc.		09/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Chase Bank USA, N.A.
Street Address:	201 N. Walnut Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3195600	CRUISE4MILES
Registration Number:	2945974	MILEAGE PLUS MALL
Registration Number:	3059462	MILEAGE PLUS TRANSFER MILES
Registration Number:	2572261	GIVE MILES
Registration Number:	1322575	MILEAGE PLUS
Registration Number:	2381989	PERSONAL MILES
Registration Number:	3350575	RESIDENTIAL REWARDS
Registration Number:	3235485	REWARD MILES
Registration Number:	2599798	VEHICLE MILES

CORRESPONDENCE DATA

900116450

**TRADEMARK
 REEL: 003855 FRAME: 0544**

CH \$240.00 3195600

Fax Number: (206)757-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (206) 757-8475
Email: kristinefyfe@dwt.com
Correspondent Name: Kristine Fyfe
Address Line 1: Davis Wright Tremaine LLP
Address Line 2: 1201 Third Avenue, Suite 2200
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	81566-9
NAME OF SUBMITTER:	Kristine Fyfe
Signature:	/Kristine Fyfe/
Date:	09/18/2008

Total Attachments: 10

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CO-BRANDED TRADEMARK SECURITY AGREEMENT

This CO-BRANDED TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2008 (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 UAL LOYALTY SERVICES, LLC, a Delaware limited liability company ("ULS"), UNITED AIR LINES, INC., a Delaware corporation ("UA"), MILEAGE PLUS HOLDINGS, INC., a Delaware corporation ("MPH"), MILEAGE PLUS MARKETING, INC., a Delaware corporation ("MPM"), MILEAGE PLUS, INC., a Delaware corporation ("MPI"), and any other direct or indirect Affiliate of United which from time to time executes a Joinder to this Agreement as provided below (ULS, UA, MPH, MPM, MPI and each such Affiliate is referred to herein as a "Grantor" and together as the "Grantors"), in favor of Chase Bank USA, N.A., as collateral agent for itself and JPMorgan Chase Bank, N.A. ("JPMorgan Chase"). Chase Bank USA, N.A., in such capacity as collateral agent, is referred to herein as "Chase Bank" and, in its capacity as an obligee of the Secured Obligations, is referred to herein as "CBUSA." CBUSA and JPMorgan Chase are referred to as the "Collateral Beneficiaries." All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (as defined below) including definitions incorporated therein by reference.

RECITALS

WHEREAS, CBUSA and UAL Corporation ("UAL"), UA, and ULS (with UAL, UA and ULS collectively referred to herein as "United") have entered into that certain Amended and Restated Co-Branded Card Marketing Services Agreement dated as of September 15, 2008 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Co-Branded Agreement"); and

WHEREAS, pursuant to the Co-Branded Agreement, the Grantors have agreed to execute (i) that certain Co-Branded Mileage Plus Security Agreement dated as of the date hereof in favor of Chase Bank for the benefit of the Collateral Beneficiaries (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (ii) this Agreement in order to grant a security interest in favor of Chase Bank on behalf of the Collateral Beneficiaries to secure the Secured Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Secured Obligations for the benefit of Chase Bank and the Collateral Beneficiaries and for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to Section 2.04 of the Security Agreement, each Grantor does hereby grant to Chase Bank for the benefit of the Collateral Beneficiaries, 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 Non-United Mileage Plus Trademarks (as defined in the Security Agreement, but limited for purposes herein to United States Non-United Mileage Plus Trademarks) owned

by any Grantor, including, without limitation, each Non-United Mileage Plus Trademark referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Non-United Mileage Plus 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 Non-United Mileage Plus Trademarks; and

(ii) all 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 Non-United Mileage Plus Trademark owned by any Grantor, including, without limitation, any Non-United Mileage Plus Trademark referred to in Schedule I hereto or for injury to goodwill associated with any Non-United Mileage Plus Trademark owned by any Grantor.

This security interest is granted in conjunction with the security interest granted to Chase Bank for the benefit of the Collateral Beneficiaries 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 Chase Bank, with respect to the security interest in the Non-United Mileage Plus Trademarks 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 UA is required to cause each Person which becomes a direct or indirect Affiliate of United and which has any right, title or interest in, to or under the Mileage Plus Assets to become a party hereto as an additional Grantor (each such Person, an "Additional Grantor") by executing a Joinder to Security Agreement (a "Joinder") substantially in the form attached to the Security Agreement as Exhibit B, to the Security Agreement. Upon delivery of any such Joinder to Chase Bank, 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 UA to cause any Affiliate of United to become an Additional Grantor or a Grantor hereunder or (c) by reason of Chase Bank's 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) the Security Agreement, and (ii) this 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 Co-Branded MPP Security Documents.

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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: Frederic F. Brace
Title: Executive Vice President &
Chief Financial Officer

UAL LOYALTY SERVICES, LLC

By: FS
Name: Frederic F. Brace
Title: Treasurer

MILEAGE PLUS HOLDINGS, INC.

By: FS
Name: Frederic F. Brace
Title: Vice President

MILEAGE PLUS MARKETING, INC.

By: FS
Name: Frederic F. Brace
Title: Vice President

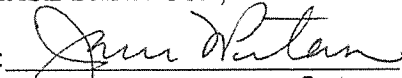
MILEAGE PLUS, INC.

By: FS
Name: Frederic F. Brace
Title: Vice President

Signature Page to Trademark Security Agreement - Chase

Accepted and Agreed to:

CHASE BANK USA, N.A.

By: 
Name: James F. Peterson
Title: President-Partner

Signature Page to Trademark Security Agreement - Chase

EXHIBIT A

FORM OF SUPPLEMENT

**SUPPLEMENT NO. TO THE
CO-BRANDED TRADEMARK SECURITY
AGREEMENT DATED AS OF SEPTEMBER 15, 2008**

WHEREAS, pursuant to that certain Co-Branded Trademark Security Agreement, dated as of September 15, 2008 (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 UAL LOYALTY SERVICES, LLC, a Delaware limited liability company ("ULS"), UNITED AIR LINES, INC., a Delaware corporation ("UA"), MILEAGE PLUS HOLDINGS, INC., a Delaware corporation ("MPH"), MILEAGE PLUS MARKETING, INC., a Delaware corporation ("MPM"), MILEAGE PLUS, INC., a Delaware corporation ("MPI"), [**ANY ADDITIONAL GRANTORS,**] (together with ULS, UA, MPH, MPM, and MPI, the "Grantors"), in favor of Chase Bank USA, N.A., as collateral agent for itself and JPMorgan Chase Bank, N.A. ("JPMorgan Chase"), the Grantors have granted and pledged to Chase Bank, a security interest in all of the Grantors' right, title and interest in, to and under the Non-United Mileage Plus Trademarks, all as more fully set forth in the Security Agreement and Trademark Security Agreement. Chase Bank USA, N.A., in such capacity as collateral agent, is referred to herein as "Chase Bank" and, in its capacity as an obligee of the Secured Obligations, is referred to herein as the "CBUSA." CBUSA and JPMorgan Chase are referred to as the "Collateral Beneficiaries."

WHEREAS, the Grantors have acquired or created additional Non-United Mileage Plus Trademarks since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto and hold certain additional Non-United Mileage Plus Trademarks; and

WHEREAS, Schedule I to the Trademark Security Agreement does not reflect Non-United Mileage Plus Trademarks 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 and performance when due of the Secured Obligations for the benefit of Chase Bank and the Collateral Beneficiaries, each Grantor does hereby grant to Chase Bank, for the benefit of the Collateral Beneficiaries, a security interest in all of the Grantors' right, title and interest in and to each and every Non-United Mileage Plus Trademark 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 Non-United Mileage Plus

Trademarks in and to which the Grantors have granted a security interest to Chase Bank, for the benefit of the Collateral Beneficiaries, pursuant to the terms of the Security Agreement, the Trademark Security Agreement and the Co-Branded Agreement.

The following Non-United Mileage Plus Trademarks 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>
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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>
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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 Non-United Mileage Plus Trademarks set forth herein are not intended by the parties to derogate from, or extinguish, any of Chase Bank's 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.

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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:

CHASE BANK USA, N.A.

By: _____
Name:
Title:

SCHEDULE I
TRADEMARKS AND
TRADEMARK APPLICATIONS

Owner Name	Mark	Application Number	Registration Number	Registration Date
UAL LOYALTY SERVICES, LLC	CRUISE4MILES	78/234,815	3,195,600	1/9/2007
UAL LOYALTY SERVICES, LLC	MILEAGE PLUS MALL	78/324,666	2,945,974	5/3/2005
UAL LOYALTY SERVICES, LLC	MILEAGE PLUS TRANSFER MILES	78/319,166	3,059,462	2/14/2006
UNITED AIR LINES, INC.	GIVE MILES	75/824,943	2,572,261	5/21/2002
UNITED AIR LINES, INC.	MILEAGE PLUS	73/473,392	1,322,575	2/26/1985
UNITED AIR LINES, INC.	PERSONAL MILES	75/735,664	2,381,989	8/29/2000
UNITED AIR LINES, INC.	RESIDENTIAL REWARDS	78/813,756	3,350,575	12/4/2007
UNITED AIR LINES, INC.	REWARD MILES	78/872,046	3,235,485	4/24/2007
UNITED AIR LINES, INC.	VEHICLE MILES	76/267,732	2,599,798	7/23/2002