

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PRIORITY LIEN GRANT OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Micronesia, Inc.		08/18/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Collateral Trustee		
Street Address:	166 Mercer Street, Suite 2R		
Internal Address:	Corporate Capital Markets /Attn: Corporate Trust Administration/Joseph Clark		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Federal Savings Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2113711	CONTINENTAL MICRONESIA	
CORRESPONDENCE DATA			
Fax Number:	(212)837-6269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 837-6550		
Email:	kuhn@hugheshubbard.com		
Correspondent Name:	Perla M. Kuhn		
Address Line 1:	Hughes Hubbard & Reed LLP		
Address Line 2:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	008212.03211 PMK/ESP		
NAME OF SUBMITTER:	Perla M. Kuhn		
Signature:	/Perla M. Kuhn/		

OP \$40.00 2113711

Date:

08/18/2010

Total Attachments: 7

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CMI PRIORITY LIEN GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, CONTINENTAL MICRONESIA, INC., a Delaware corporation (“Grantor”), owns the Trademarks and Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, the Grantor and Wilmington Trust FSB, as Collateral Trustee (the “Collateral Trustee”) are parties to (i) that certain Indenture dated as of August 18, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Continental Airlines, Inc. (“Continental”), the Guarantors party thereto (including the Grantor), the Collateral Trustee and The Bank of New York Mellon Trust Company, N.A., as trustee (together with its successors and permitted assigns, the “Indenture Trustee”), and (ii) that certain Collateral Trust Agreement dated as of August 18, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”; except as otherwise specified herein, capitalized terms used herein but not otherwise defined herein being used herein as therein defined (including terms incorporated therein by reference to other documents)), by and among Continental, the other Grantors party thereto, the Indenture Trustee, the Junior Lien Representative Party relating to the Flyer Miles Obligations and the Collateral Trustee;

WHEREAS, in order to secure the Grantor’s obligations, the Grantor has agreed to grant a security interest in substantially all of its assets to secure the Priority Lien Obligations; and

WHEREAS, pursuant to the terms of a Priority Lien Security Agreement (General) dated as of August 18, 2010 (as amended, supplemented, or otherwise modified from time to time, the “CMI Security Agreement”), between Grantor and Collateral Trustee, Grantor has pledged to the Collateral Trustee and granted to the Collateral Trustee for the benefit of the Priority Lien Secured Parties a security interest in all of Grantor’s right, title, and interest in, to and under all of Grantor’s Trademarks, whether now existing or hereafter coming into existence, together with any renewals thereof, all of Grantor’s applications for trademark registrations and all of Grantor’s interests in Trademark Licenses, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, and the goodwill of the business in connection therewith including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks, to secure the payment of the Priority Lien Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, subject to the terms and conditions of the CMI Security Agreement, as collateral security for the Priority Lien Obligations, Grantor hereby pledges to the Collateral Trustee and grants to the Collateral Trustee for the benefit of the Priority Lien Secured Parties a security interest in all of Grantor’s right, title, and interest in, to and under the following, whether now existing or hereafter coming into existence, to secure all of the Priority Lien Obligations:

(a) each Trademark and each application for registration of Trademarks owned by Grantor, including, without limitation, each Trademark registration and Trademark application referred to in Schedule I annexed hereto;

(b) each interest in a Trademark License held by Grantor, including, without limitation, each Trademark License listed on Schedule I annexed hereto;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement or other unauthorized use of any Trademark, including, without limitation, any Trademark referred to in Schedule I annexed hereto, and for any Trademark License, including, without limitation, any Trademark License listed on Schedule I annexed hereto, including the right to sue for and collect same for the Collateral Trustee's own use and enjoyment and the enjoyment of its successors, assigns, Affiliates or other legal representatives;

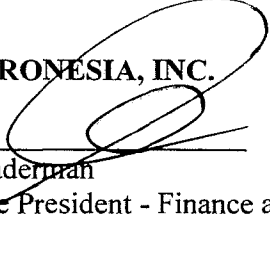
(d) all unregistered Trademarks owned by Grantor; and

(e) the entire goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademarks, Trademark registrations and applications, and Trademark Licenses made and granted hereby are more fully set forth in the CMI Security Agreement, the terms and provisions of which are incorporated by reference herein.

IN WITNESS WHEREOF, Grantor has caused this CMI Priority Lien Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 18th day of August, 2010.

CONTINENTAL MICRONESIA, INC.

By: 
Name: Gerald Laderman
Title: Senior Vice President - Finance and
Treasurer

Notice Address:


1600 Smith Street
Dept. HQS-FN
Houston, Texas, 77002
Attention: Treasurer
Fax: 713-324-2447

CMI Priority Lien Grant of Trademark Security Interest

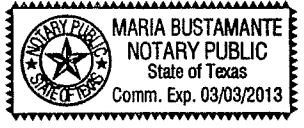
TRADEMARK
REEL: 004262 FRAME: 0708

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on Aug 16, 2010 by Gerald Laderman, Senior Vice President - Finance and Treasurer of Continental Micronesia, Inc., a Delaware corporation, on behalf of said corporation.



Notary Public, State of Texas



SCHEDULE I
to
CMI Priority Lien Grant of Trademark Security Interest

**U.S. TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS**

REGISTERED U.S. TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Continental Micronesia	2,113,711	11/18/1997

PENDING U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Trademark Licenses with respect to which Grantor is a licensor:

<u>Grantor</u>	<u>Licensee</u>	<u>Date of License</u>	<u>Trademark Registration or Serial Number</u>
None	None	None	None

Trademarks and Trademark Applications with respect to which Grantor is a licensee:

<u>Grantor</u>	<u>Licensee</u>	<u>Date of License</u>	<u>Trademark Registration or Serial Number</u>
None	None	None	None