

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Co-Branded Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mileage Plus Holdings, LLC		07/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
United Air Lines, Inc.		07/25/2011	CORPORATION: DELAWARE
MPH I, Inc.		07/25/2011	CORPORATION: DELAWARE
Mileage Plus Marketing, Inc.		07/25/2011	CORPORATION: DELAWARE
Mileage Plus, Inc.		07/25/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2988055	AMENITI
Registration Number:	2995801	AMENITI LUXURY TRAVEL CLUB
Registration Number:	3610590	AWARD ACCELERATOR
Serial Number:	78857044	CHOICES
Serial Number:	78857050	CHOICES FROM MILEAGE PLUS
Serial Number:	78872166	CHOICES GOING BEYOND MILES
Registration Number:	3195600	CRUISE4MILES
Registration Number:	2572261	GIVE MILES
Registration Number:	1322575	MILEAGE PLUS
Serial Number:	78857047	MILEAGE PLUS CHOICES

900198895

**TRADEMARK**  
 REEL: 004597 FRAME: 0687

CH \$615.00 2988055

Serial Number:	78872170	MILEAGE PLUS CHOICES GOING BEYOND MILES
Registration Number:	2945974	MILEAGE PLUS MALL
Registration Number:	3059462	MILEAGE PLUS TRANSFER MILES
Registration Number:	3514216	MILEAGE PLUS WIRELESS
Registration Number:	2381989	PERSONAL MILES
Registration Number:	1782959	PREMIER
Registration Number:	3206606	PREMIER ASSOCIATE
Registration Number:	1782960	PREMIER EXECUTIVE
Registration Number:	3796322	PREMIER LINE
Registration Number:	3958152	PREMIER TRAVEL
Registration Number:	3958153	PREMIER TRAVEL PLUS
Registration Number:	3350575	RESIDENTIAL REWARDS
Registration Number:	3235485	REWARD MILES
Registration Number:	2599798	VEHICLE MILES

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Co.- J. Paterson  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	869866
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/04/2011

Total Attachments: 12  
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**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 1. Mileage Plus Holdings, LLC

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: Chase Bank USA, N.A.  
 Internal Address: \_\_\_\_\_  
 Street Address: 201 N. Walnut Street  
 City: Wilmington  
 State: Delaware  
 Country: U.S.A. Zip: 19801

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other National Association      Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance / Execution Date(s) :**  
 Execution Date(s) July 25, 2011

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Amended and Restated Co-Branded Trademark Security Agreement

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) 78/257,439  
 See additional Trademark Application Nos attached as Schedule I to 7/25/11 Amended and Restated Co-Branded Trademark Security Agreement

B. Trademark Registration No.(s) 2,988,055  
 See additional Trademark Application Nos attached as Schedule I to 7/25/11 Amended and Restated Co-Branded Trademark Security Agreement

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

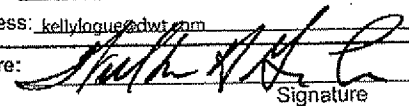
**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: Kelly Logue Esq., Davis Wright Tremaine LLP  
 Internal Address: \_\_\_\_\_  
 Street Address: 865 S. Figueroa Street, Ste. 2400  
 City: Los Angeles  
 State: CA Zip: 90017  
 Phone Number: (213) 633-6800  
 Fax Number: (213) 633-6899  
 Email Address: kellylogue@dwtr.com

**6. Total number of applications and registrations involved:** 24

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**  8/4/11  
 \_\_\_\_\_ Date  
 Wilhelmina Gonzague-Taylor, Davis Wright Tremaine, LLP  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Conveying Parties

Name	Entity Type	Citizenship
Mileage Plus Holdings, LLC	Limited Liability Company	Delaware
United Air Lines, Inc.	Corporation	Delaware
MPH I, Inc.	Corporation	Delaware
Mileage Plus Marketing, Inc.	Corporation	Delaware
Mileage Plus, Inc.	Corporation	Delaware

**AMENDED AND RESTATED**  
**CO-BRANDED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED CO-BRANDED TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2011 (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 MILEAGE PLUS HOLDINGS, LLC (f/k/a UAL Loyalty Services, LLC), a Delaware limited liability company ("MPH"), UNITED AIR LINES, INC., a Delaware corporation ("UA"), MPH I, INC., (f/k/a Mileage Plus Holdings, Inc.), a Delaware corporation ("MPH I"), MILEAGE PLUS MARKETING, INC., a Delaware corporation ("MPM"), MILEAGE PLUS, INC., a Delaware corporation ("MPI"), and any other direct or indirect Affiliate of UCH which from time to time executes a Joinder to this Trademark Security Agreement as provided below (MPH, UA, MPH I, 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 United Continental Holdings, Inc. (f/k/a UAL Corporation) ("Holdings"), UA, MPH and Continental Airlines, Inc. ("CO") (with Holdings, UA, MPH and CO collectively referred to herein as "UCH") have entered into that certain Consolidated Amended and Restated Co-Branded Card Marketing Services Agreement dated as of June 9, 2011 (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 Amended and Restated 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.

WHEREAS, Grantors and Chase Bank entered into that certain Co-Branded Trademark Security Agreement dated as of September 15, 2008 (the "Existing Trademark Security Agreement").

WHEREAS, Grantors and Chase Bank hereby agree that the Existing Trademark Security Agreement is hereby amended and restated in its entirety.

*EXECUTION VERSION*

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-UCH Mileage Plus Trademarks (as defined in the Security Agreement, but limited for purposes herein to United States Non-UCH Mileage Plus Trademarks) owned by any Grantor, including, without limitation, each Non-UCH Mileage Plus Trademark referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Non-UCH 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-UCH 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-UCH Mileage Plus Trademark owned by any Grantor, including, without limitation, any Non-UCH Mileage Plus Trademark referred to in Schedule I hereto or for injury to goodwill associated with any Non-UCH 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-UCH 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 UCH 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 UCH 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

*EXECUTION VERSION*

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.

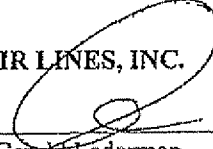
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EXECUTION VERSION

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:   
Name: Gerald Laderman  
Title: Senior Vice President Finance & Treasurer

MILEAGE PLUS HOLDINGS, LLC

By:   
Name: Zane Rowe  
Title: Executive Vice President

MPH I, INC.

By:   
Name: Zane Rowe  
Title: Executive Vice President

MILEAGE PLUS MARKETING, INC.

By:   
Name: Zane Rowe  
Title: Executive Vice President

MILEAGE PLUS, INC.

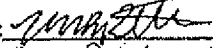
By:   
Name: Zane Rowe  
Title: Executive Vice President

*Signature Page to Trademark Security Agreement – Grantors*

**EXECUTION VERSION**

Accepted and Agreed to:

**CHASE BANK USA, N.A.**

By:   
Name: Michael B. Ritter  
Title: Sr. Director

*Signature Page to Trademark Security Agreement - Chase*

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT NO. TO THE  
AMENDED AND RESTATED CO-BRANDED TRADEMARK SECURITY  
AGREEMENT DATED AS OF JULY 25, 2011

WHEREAS, pursuant to that certain Amended and Restated Co-Branded Trademark Security Agreement, dated as of July 25, 2011 (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 MILEAGE PLUS HOLDINGS, LLC (f/k/a UAL Loyalty Services, LLC), a Delaware limited liability company ("MPH"), UNITED AIR LINES, INC., a Delaware corporation ("UA"), MPH I, INC. (f/k/a Mileage Plus Holdings, Inc.), a Delaware corporation ("MPH I"), MILEAGE PLUS MARKETING, INC., a Delaware corporation ("MPM"), MILEAGE PLUS, INC., a Delaware corporation ("MPI"), [ANY ADDITIONAL GRANTORS,] (together with MPH, UA, MPH I, 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-UCH 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-UCH Mileage Plus Trademarks since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto and hold certain additional Non-UCH Mileage Plus Trademarks; and

WHEREAS, Schedule I to the Trademark Security Agreement does not reflect Non-UCH 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-UCH 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-UCH 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-UCH 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-UCH 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

*EXECUTION VERSION*

(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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*EXECUTION VERSION*

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
MILEAGE PLUS HOLDINGS, LLC	AMENITI	78/257,439	2,988,055	8/23/2005
MILEAGE PLUS HOLDINGS, LLC	AMENITI LUXURY TRAVEL CLUB	78/257,466	2,995,801	9/13/2005
MILEAGE PLUS HOLDINGS, LLC	AWARD ACCELERATOR	77/443,873	3,610,590	4/21/2009
MILEAGE PLUS HOLDINGS, LLC	CHOICES	78/857,044	OPEN	
MILEAGE PLUS HOLDINGS, LLC	CHOICES FROM MILEAGE PLUS	78/857,050	OPEN	
MILEAGE PLUS HOLDINGS, LLC	CHOICES GOING BEYOND MILES	78/872,166	OPEN	
MILEAGE PLUS HOLDINGS, LLC	CRUISE4MILES	78/234,815	3,195,600	1/9/2007
MILEAGE PLUS HOLDINGS, LLC	GIVE MILES	75/824,943	2,572,261	5/21/2002
MILEAGE PLUS HOLDINGS, LLC	MILEAGE PLUS	73/473,392	1,322,575	2/26/1985
MILEAGE PLUS HOLDINGS, LLC	MILEAGE PLUS CHOICES	78/857,047	OPEN	
MILEAGE PLUS HOLDINGS, LLC	MILEAGE PLUS CHOICES GOING BEYOND MILES	78/872,170	OPEN	
MILEAGE PLUS HOLDINGS, LLC	MILEAGE PLUS MALL	78/324,666	2,945,974	5/3/2005
MILEAGE PLUS HOLDINGS, LLC	MILEAGE PLUS TRANSFER MILES	78/319,166	3,059,462	2/14/2006
UNITED AIR LINES, INC.	MILEAGE PLUS WIRELESS	78/838,628	3,514,216	10/7/2008
MILEAGE PLUS HOLDINGS, LLC	PERSONAL MILES	75/735,664	2,381,989	8/29/2000
UNITED AIR LINES, INC.	PREMIER	74/320,592	1,782,959	7/20/1993
UNITED AIR LINES, INC.	PREMIER ASSOCIATE	78/315,147	3,206,606	2/6/2007
UNITED AIR LINES, INC.	PREMIER EXECUTIVE	74,320,593	1,782,960	7/20/1993
UNITED AIR LINES, INC.	PREMIER LINE	77/465,822	3,796,322	6/1/2010
UNITED AIR LINES, INC.	PREMIER TRAVEL	77/477,731	3,958,152	5/10/2011
UNITED AIR LINES, INC.	PREMIER TRAVEL PLUS	77/477,733	3,958,153	5/10/2011
MILEAGE PLUS HOLDINGS, LLC	RESIDENTIAL REWARDS	78/813,756	3,350,575	12/4/2007
MILEAGE PLUS HOLDINGS, LLC	REWARD MILES	78/872,046	3,235,485	4/24/2007
MILEAGE PLUS HOLDINGS, LLC	VEHICLE MILES	76/267,732	2,599,798	7/23/2002