

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mileage Plus Holdings, LLC		04/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
United Air Lines, Inc.		04/02/2012	CORPORATION: DELAWARE
MPH I, Inc.		04/02/2012	CORPORATION: DELAWARE
Mileage Plus Marketing, Inc.		04/02/2012	CORPORATION: DELAWARE
Mileage Plus, Inc.		04/02/2012	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:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2001239	ONEPASS
Registration Number:	2938845	PETPASS
Serial Number:	85428971	MILEAGEPLUS

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 153298

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 04/03/2012

Total Attachments: 6

source=4-3-12 Mileage Plus Holdings_TM#page1.tif

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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):

Mileage Plus Holdings, LLC, United Air Lines, Inc., MPH I, Inc.,
Mileage Plus Marketing, Inc. and Mileage Plus, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 2, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other RESTATED SECURITY AGREEMENT

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Chase Bank USA, N.A.

Internal Address: _____

Street Address: 201 N. Walnut Street

City: Wilmington

State: DE

Country: USA Zip: 19801

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.**A. Trademark Application No.(s)**

85/428,971 (application Date: 3/13/2012); 74/725,855; 78/219,725

B. Trademark Registration No.(s)

2,001,239 (dated 9/17/1996) and 2,938,845 (dated 4/5/2005)

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: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: ny Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

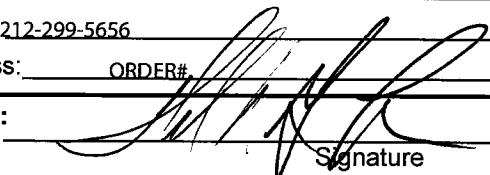
6. Total number of applications and registrations involved:**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

April 2, 2012

Date

Wilhelmina Gonzaque-Taylor, Paralegal, Davis Wright Tremaine, LLP

Name of Person Signing

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

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

**SUPPLEMENT NO. 1 AND JOINDER
DATED AS OF APRIL 2, 2012
TO THE AMENDED AND RESTATED
CO-BRANDED TRADEMARK SECURITY AGREEMENT**

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") (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, CONTINENTAL AIRLINES, INC., a Delaware corporation (the "Additional Grantor") has executed a joinder to the Security Agreement dated as of April 2, 2012 and has become a "Grantor" thereunder;

WHEREAS, in connection with its execution of its joinder to the Security Agreement, the Additional Grantor desires to become a Grantor under the Trademark Security Agreement; and

WHEREAS, Schedule I to the Trademark Security Agreement does not reflect certain Non-UCH Mileage Plus Trademarks owned by the Grantors.

THEREFORE,

A. The Additional Grantor hereby expressly confirms that it has assumed, and hereby agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a Grantor under and in respect of the Trademark Security Agreement.

B. 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 (including the Additional 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 C below, all the goodwill of the business connected with the use of, and symbolized by, such Non-UCH Mileage Plus Trademarks, and 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 such Non-UCH Mileage Plus Trademarks or for injury to goodwill associated with such.

C. 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 (including the Additional Grantor) 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:

Owner Name	Mark	Application Number	Registration Number	Registration Date
UNITED AIR LINES, INC.	MILEAGEPLUS	85/428,971 Application Date: 3/13/2012		
CONTINENTAL AIRLINES, INC.	ONE PASS	74/725,855	2,001,239	9/17/1996
CONTINENTAL AIRLINES, INC.	PETPASS	78/219,725	2,938,845	4/5/2005

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 and Joinder 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 Joinder, 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 (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 AND JOINDER 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 and Joinder 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. 1 and Joinder to the Trademark Security Agreement to be duly executed as of the date and year first written above.

UNITED AIR LINES, INC.

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

MILEAGE PLUS HOLDINGS, LLC

By: _____
Name: Gerald Laderman
Title: Treasurer

MPH I, INC.

By: _____
Name: Gerald Laderman
Title: Treasurer

MILEAGE PLUS MARKETING, INC.

By: _____
Name: Gerald Laderman
Title: Treasurer

MILEAGE PLUS, INC.

By: _____
Name: Gerald Laderman
Title: Treasurer

CONTINENTAL AIRLINES, INC.

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

Accepted and Agreed to:

CHASE BANK USA, N.A.

By: 
Name: Raymond Fischer
Title: Chief Financial Officer