

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471024

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHASE BANK USA, N.A.		04/16/2018	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Airlines, Inc.		
<b>Street Address:</b>	233 S. Wacker Drive		
<b>Internal Address:</b>	c/o Mileage Plus Holdings, LLC; ATTN: President		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	United Continental Holdings, Inc.		
<b>Street Address:</b>	233 S. Wacker Drive		
<b>Internal Address:</b>	c/o Mileage Plus Holdings, LLC; ATTN: President		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Mileage Plus Holdings, LLC		
<b>Street Address:</b>	233 S. Wacker Drive		
<b>Internal Address:</b>	c/o Mileage Plus Holdings, LLC; ATTN: President		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	MPH I, Inc.		
<b>Street Address:</b>	233 S. Wacker Drive		
<b>Internal Address:</b>	c/o Mileage Plus Holdings, LLC; ATTN: President		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		

TRADEMARK

<b>Name:</b>	Mileage Plus Marketing, Inc.
<b>Street Address:</b>	233 S. Wacker Drive
<b>Internal Address:</b>	c/o Mileage Plus Holdings, LLC; ATTN: President
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Mileage Plus, Inc.
<b>Street Address:</b>	233 S. Wacker Drive
<b>Internal Address:</b>	c/o Mileage Plus Holdings, LLC; ATTN: President
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 27**

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
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

Property Type	Number	Word Mark
Registration Number:	3235485	REWARD MILES
Registration Number:	2599798	VEHICLE MILES
Registration Number:	4149484	MILEAGEPLUS
Registration Number:	2001239	ONEPASS
Registration Number:	2938845	PETPASS

**CORRESPONDENCE DATA**

Fax Number: 2124224726  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-837-6264  
Email: trademarks@hugheshubbard.com  
Correspondent Name: Patrice P. Jean  
Address Line 1: One Battery Park Plaza  
Address Line 2: Hughes Hubbard & Reed LLP  
Address Line 4: New York, NEW YORK 10004-1482

<b>ATTORNEY DOCKET NUMBER:</b>	008212-03204
<b>NAME OF SUBMITTER:</b>	Patrice P. Jean
<b>SIGNATURE:</b>	/patrice p jean/
<b>DATE SIGNED:</b>	04/24/2018

**Total Attachments: 5**  
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## RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT

This RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Release") is executed as of April 16, 2018 by CHASE BANK USA, N.A. ("Chase Bank" or the "Secured Party"), with reference to (i) that certain Second Amended and Restated Co-Branded Card Marketing Services Agreement, dated as of September 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Co-Branded Agreement"), between United Airlines, Inc. (f/k/a Continental Airlines, Inc. and successor by merger to United Air Lines, Inc.), a Delaware corporation ("UA"), United Continental Holdings, Inc., a Delaware corporation ("Holdings"), Mileage Plus Holdings, LLC (f/k/a UAL Loyalty Services, LLC), a Delaware limited liability company ("MPH"), and Chase Bank and (ii) that certain Amended and Restated Co-Branded Mileage Plus Security Agreement, dated as of July 25, 2011 (as the same may have been amended, supplemented or otherwise modified, the "Security Agreement"), among UA, MPH, 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 other direct or indirect affiliate of Holdings, UA or MPH which from time to time executes a joinder to the Security Agreement (together with UA, MPH, MPH I, MPM and MPI, collectively, the "Grantors") and the Secured Party.

WHEREAS, pursuant to the Co-Branded Agreement and the Security Agreement, the Grantors executed and delivered to the Secured Party that certain Amended and Restated Co-Branded Trademark Security Agreement, dated as of July 25, 2011 (as the same may have been 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 provided in the Trademark Security Agreement (or if not provided therein, in the Co-Branded Agreement or Security Agreement)), pursuant to which Trademark Security Agreement the Grantors have granted and pledged to the Secured Party, a security interest in all of the Grantors' right, title and interest in, to and under certain Non-UCH Mileage Plus Trademarks and proceeds thereof (collectively, the "Trademark Collateral"), all as more fully set forth in the Security Agreement and Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement, together with predecessors thereto and supplements thereof, were filed by the Secured Party against the Grantors with such filings having been recorded by the United States Patent and Trademark Office on (a) September 18, 2008, in Reel 003855, at Frame 0544, (b) August 4, 2011, in Reel 004597, at Frame 0688 and (c) April 3, 2012, in Reel 004750, at Frame 0627; and

WHEREAS, the Security Agreement and Trademark Security Agreement are being terminated pursuant to that certain Lien Release, dated as of the date hereof, by the Secured Party in favor of the Grantors, and in connection with such termination, the Secured Party has agreed to release its security interest in all of the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby:

A. releases the liens and security interests granted by Grantors to the Secured Party in the Trademark Collateral pursuant to any security agreement (including but not limited to the Security Agreement and Trademark Security Agreement), including without limitation each item of Trademark Collateral listed on Schedule I hereto;

B. to the extent the Secured Party shall be deemed to have any right, title or interest in, to and under any item of Trademark Collateral held by Grantors, retransfers and reassigns to Grantors all of such right, title and interest with respect to any such item of Trademark Collateral, including each item of Trademark Collateral listed on Schedule I hereto; and

C. terminates the Trademark Security Agreement entirely with respect to each and every Grantor.

D. authorizes the Grantors (or any designee of the Grantors) to file any necessary UCC termination and other applicable termination statements (including filings at the United States Patent and Trademark Office) in connection with this Release.

The Secured Party agrees to execute and deliver promptly to the Grantors such documents as the Grantors shall reasonably request to evidence the release of liens and security interests contemplated hereby.

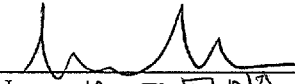
**THIS RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.**

This Release and Termination of Trademark Security Agreement 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.

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IN WITNESS WHEREOF, the undersigned has caused this Release and Termination of Trademark Security Agreement to be executed as of the date first written above.

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

By:   
Name: VALENTINA LONGO  
Title: PARTNER CARD CFO

*[Signature Page to Release and Termination of Trademark Security Agreement (United/Chase)]*

**TRADEMARK  
REEL: 006345 FRAME: 0357**

SCHEDULE I

<b>Grantor</b>	<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	AMENITI	78/257,439	2,988,055	8/23/2005
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	AMENITI LUXURY TRAVEL CLUB	78/257,466	2,995,801	9/13/2005
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	AWARD ACCELERATOR	77/443,873	3,610,590	4/21/2009
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	CHOICES	78/857,044	Application 5/2/2011	
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	CHOICES FROM MILEAGE PLUS	78/857,050	Application abandoned 6/3/2013	
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	CHOICES GOING BEYOND MILES	78/872,166	Application abandoned 6/3/2013	
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	CRUISE4MILES	78/234,815	3,195,600	1/9/2007
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	GIVE MILES	75/824,943	2,572,261	5/21/2002
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	LLC MILEAGE PLUS	73/473,392	1,322,575	2/26/1985
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	MILEAGE PLUS CHOICES	78/857,047	Application abandoned 10/10/2011	
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	MILEAGE PLUS CHOICES GOING BEYOND MILES	78/872,170	Application abandoned 6/3/2013	
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	MILEAGE PLUS MALL	78/324,666	2,945,974	5/3/2005
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	MILEAGE PLUS TRANSFER MILES	78/319,166	3,059,462	2/14/2006
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	MILEAGE PLUS WIRELESS	78/838,628	3,514,216	10/7/2008
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	PERSONAL MILES	75/735,664	2,381,989	8/29/2000
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	PREMIER	74/320,592	1,782,959	7/20/1993
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND	PREMIER ASSOCIATE	78/315,147	3,206,606	2/6/2007

Grantor	Mark	Application Number	Registration Number	Registration Date
SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)				
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	PREMIER EXECUTIVE	74,320,593	1,782,960	7/20/1993
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	PREMIER LINE	77/465,822	3,796,322	6/1/2010
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	PREMIER TRAVEL	77/477,731	3,958,152	5/10/2011
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	PREMIER TRAVEL PLUS	77/477,733	3,958,153	5/10/2011
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	RESIDENTIAL REWARDS	78/813,756	3,350,575	12/4/2007
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	REWARD MILES	78/872,046	3,235,485	4/24/2007
MILEAGE PLUS HOLDINGS, LLC (F/K/A UAL LOYALTY SERVICES, LLC)	VEHICLE MILES	76/267,732	2,599,798	7/23/2002
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	MILEAGEPLUS	85/428,971	4,149,484	5/29/2012
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	ONE PASS	74/725,855	2,001,239	9/17/1996
UNITED AIRLINES, INC. (F/K/A CONTINENTAL AIRLINES, INC. AND SUCCESSOR BY MERGER TO UNITED AIR LINES, INC.)	PETPASS	78/219,725	2,938,845	4/5/2005