

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MILEAGE PLUS INTELLECTUAL PROPERTY ASSETS, LTD.		07/02/2020	Exempted Company incorporated with Limited Liability: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1100 North Market Street		
<b>Internal Address:</b>	Drop: DE3-C050		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75203907	1K	
<b>Serial Number:</b>	77443873	AWARD ACCELERATOR	
<b>Serial Number:</b>	75824943	GIVE MILES	
<b>Serial Number:</b>	73473392	MILEAGE PLUS	
<b>Serial Number:</b>	85428971	MILEAGEPLUS	
<b>Serial Number:</b>	86034203	MILEAGEPLUS CHOICES	
<b>Serial Number:</b>	75735664	PERSONAL MILES	
<b>Serial Number:</b>	74320592	PREMIER	
<b>Serial Number:</b>	85434117	PREMIER ACCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		

CH \$240.00 75203907

**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 20646089

**NAME OF SUBMITTER:** William R. Siegel

**SIGNATURE:** /william r siegel/

**DATE SIGNED:** 07/02/2020

**Total Attachments: 22**

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**GRANT OF  
SECURITY INTEREST IN TRADEMARK AND PATENT**

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT, dated as of July 2, 2020 (this “**Agreement**”), is made by MILEAGE PLUS INTELLECTUAL PROPERTY ASSETS, LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Master Collateral Agent for the benefit of the Senior Secured Parties.

**W I T N E S S E T H:**

WHEREAS, in connection with the execution and delivery of this Agreement, the Borrowers and certain of their Affiliates are entering into a Term Loan Credit and Guaranty Agreement, dated as of the date hereof (the “**Credit Agreement**”), by and among MILEAGE PLUS HOLDINGS, LLC, a Delaware limited liability company (“**MPH**”), MILEAGE PLUS INTELLECTUAL PROPERTY ASSETS, LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (“**IPB**”; together with MPH, collectively, the “**Borrowers**”), United Airlines Holdings, Inc. (the “**Parent**”) and United Airlines, Inc. (“**United**”; and together with the Parent, the “**Parent Guarantors**”), the and each of the direct and indirect Subsidiaries of MPH signatory hereto from time to time (the “**Subsidiary Guarantors**”; the Subsidiary Guarantors together with the Borrowers, collectively, the “Grantors”), the Lenders party thereto, Goldman Sachs Bank USA, as Administrative Agent, Goldman Sachs Bank USA, as Lead Arranger, and Wilmington Trust, National Association, as Collateral Administrator; and

WHEREAS, in order to induce the Senior Secured Parties to enter into their respective Senior Secured Debt Documents and to extend credit to the Borrowers, each Grantor has agreed to grant a continuing lien on its Collateral (as defined below) to secure the Senior Secured Debt Obligations; and

WHEREAS, the Grantors may, from time to time, incur additional senior secured debt obligations and, in order to induce the applicable holders of such obligations to enter into the applicable debt documents and to make the applicable debt available to the Grantors as provided therein, each Grantor agrees to grant to the Master Collateral Agent, for the benefit of the Senior Secured Parties, a continuing Lien on the Collateral to secure such additional obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Master Collateral Agent, for the benefit of the Senior Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all MileagePlus Intellectual Property, including the Trademarks and Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrowers, each Grantor hereby agrees with the Master Collateral Agent, for the benefit of the Senior Secured Parties, as follows:

1. **Definitions.** Unless otherwise defined herein, or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and

recitals, have the meanings given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Master Collateral Agent, for the benefit of the Senior Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor (collectively, the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Senior Secured Debt Obligations, but excluding the Excluded Property.

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any "intent to use" Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such "intent to use" Trademark application or any registration issuing therefrom under federal law; and

(ii) the Patents listed on Schedule B hereto, (ii) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions thereof, and the inventions, discoveries or designs disclosed or claimed therein, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement or other violation or impairment thereof, including the right to receive all Proceeds therefrom.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 7.17 thereof, the Master Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the IP Collateral of such Grantor under this Grant of Security Interest in Trademarks and Patents.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Senior Secured Parties with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

MILEAGE PLUS INTELLECTUAL PROPERTY  
ASSETS, LTD., as a Grantor

By:   
Name: Gerald Laderman  
Title: Executive Vice President

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as the Master Collateral Agent

By:   
Name: Chad May  
Title: Vice President

## SCHEDULE A

### U.S. Trademark Registrations and Applications

No.	Mark	Application No. / Filing Date	Reg. No / Reg. Date	Status
1	IK	75203907 25 - NOV - 1996	2117924 2 - DEC - 1997	Registered
2	AWARD ACCELERATOR	77443873 9 - APR - 2008	3610590 21 - APR - 2009	Registered
3	GIVE MILES	75824943 18 - OCT - 1999	2572261 31 - MAY - 2002	Registered
4	MILEAGE PLUS	73473392 2 - APR - 1984	1322575 26 - FEB - 1985	Registered
5	MILEAGEPLUS	85428971 22 - SEPT - 2011	4149484 29 - MAY - 2012	Registered
6	MILEAGEPLUS CHOICES	86034203 9 - AUG - 2013	4710359 31 - MAR - 2015	Registered
7	PERSONAL MILES	75735664 23 - JUN - 1999	2381989 29 - AUG - 2000	Registered
8	PREMIER	74320592 7 - OCT - 1992	1782959 20 - J3UL - 1993	Registered
9	PREMIER ACCESS	85434117 28 - SEPT - 2011	4248659 21 - NOV - 2012	Registered



## Foreign Trademark Registrations and Applications

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
1.	MILEAGEPLUS	Anguilla	5897 9 - MAY - 2016	5897 9 - MAY - 2016	Registered
	MILEAGE PLUS	Argentina	3290742 11 - DEC - 2013	2702024 23 - DEC - 2014	Registered
	MILEAGEPLUS	Argentina	3512420 8 - JUN - 2016	2947231 12 - JUL - 2018	Registered
	PERSONAL MILES	Argentina	3212506 1 - NOV - 2000	2572064 4 - DEC - 2012	Registered
	MILEAGEPLUS	Aruba	IM16053014 30 - MAY - 2016	33496 21 - OCT - 2016	Registered
	MILEAGE PLUS	Australia	597506 3 - MAR - 1993	B597506 3 - MAR - 1993	Registered
	PERSONAL MILES	Australia	855961 3 - NOV - 2000	855961 3 - NOV - 2000	Registered
	PREMIER	Australia	717566 17 - SEPT - 1996	717566 11 - JUN - 1999	Registered
	MILEAGE PLUS	Austria	AM476788 21 - OCT - 1988	123958 15 - FEB - 1989	Registered
	MILEAGE PLUS	Bahamas	13128 20 - OCT - 1988	13128 15 - SEPT - 1989	Registered
	MILEAGEPLUS	Bahamas	40397 7 - JUN - 2016		Pending
	MILEAGE PLUS	Bahrain	41393 19 - APR - 1993	SM1159 19 - APR - 1993	Registered
	PREMIER	Bahrain	81410 18 - MAY - 2010	81410 18 - MAY - 2010	Registered
	MILEAGEPLUS	Bangladesh	198288 2 - MAY - 2016		Pending
	MILEAGEPLUS	Bangladesh	198287		Pending

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
			2 - MAY - 2016		
	MILEAGEPLUS	Barbados	8134587 18 - MAY - 2016		Pending
	MILEAGEPLUS	Barbados	8134586 18 - MAY - 2016		Pending
	MILEAGEPLUS	Belize	2016006812 17 - MAY - 2016	1281816 27 - MAY - 2016	Registered
	MILEAGE PLUS	Benelux	720537 18 - OCT - 1988	450766 18 - OCT - 1988	Registered
	MILEAGE PLUS	Bermuda	25068 26 - JUL - 1993	25068 26 - JUL - 1993	Registered
	MILEAGEPLUS	Bermuda	55597 18 - MAY - 2016	55597 11 - DEC - 2018	Registered
	MILEAGEPLUS	Bermuda	55598 18 - MAY - 2016	55598 11 - DEC - 2018	Registered
	MILEAGE PLUS	Bolivia	SM061042014 14 - NOV - 2014	160290C 21 - JUL - 2015	Registered
	MILEAGEPLUS	Bolivia	SM21822016 6 - MAY - 2016	169920C 24 - NOV - 2016	Registered
	MILEAGEPLUS	Bolivia	SM23722016 17 - MAY - 2016	168262C 12 - SEPT - 2016	Registered
	MILEAGE PLUS	Brazil	816610045 21 - JAN - 1992	816610045 5 - OCT - 1993	Registered
	MILEAGEPLUS	Brazil	910997411 6 - MAY - 2016	910997411 20 - MAR - 2018	Registered
	MILEAGEPLUS	Brazil	910997373 6 - MAY - 2016	910997373 20 - MAR - 2018	Registered
	PERSONAL MILES	Brazil	823384055 8 - NOV - 2000	823384055 5 - DEC - 2006	Registered
	MILEAGE PLUS	Canada	623500 19 - JAN - 1989	TMA365953 23 - FEB - 1990	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
	MILEAGEPLUS	Canada	1785587 6 - JUN - 2016	TMA974948 4 - JUL - 2017	Registered
	PREMIER EXECUTIVE	Canada	822682 9 - SEPT - 1996	TMA499258 26 - AUG - 1998	Registered
	MILEAGEPLUS	Cayman Islands	UK00003162816 20 - JUL - 2017	UK3162816 20 - JUL - 2017	Registered
	MILEAGE PLUS	Chile	1022283 22 - AUG - 2012	996036 18 - JUL - 2012	Registered
	MILEAGEPLUS	Chile	1206373 27 - MAY - 2016	1226745 14 - NOV - 2016	Registered
	PERSONAL MILES	Chile	506969 6 - NOV - 2000	597299 7 - JUN - 2001	Registered
	MILEAGE PLUS	China	94005123 17 - JAN - 1994	785891 21 - OCT - 1995	Registered
	PERSONAL MILES	China	11688106 02 - NOV - 2012	11688106 07 - APR - 2014	Registered
	PREMIER EXECUTIVE	China	960130791 26 - NOV - 1996	1555931 14 - APR - 2001	Registered
	MILEAGE PLUS	Colombia	349271 21 - OCT - 1991	158312 17 - MAY - 1994	Registered
	MILEAGE PLUS	Costa Rica	787769 11 - MAY - 1992	80913 1 - OCT - 1992	Registered
	MILEAGEPLUS	Costa Rica	20164299 5 - MAY - 2016	258250 8 - DEC - 2016	Registered
	PERSONAL MILES	Costa Rica	85812000 7 - NOV - 2000	125315 17 - APR - 2001	Registered
	MILEAGE PLUS	Curacao	D100196 26 - APR - 2010	14761 20 - MAY - 2010	Registered
	PREMIER	Curacao	D100193 26 - APR - 2010	14758 20 - MAY - 2010	Registered
	MILEAGE PLUS	Cyprus	38160	38160	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
			11 - MAR - 1993	22 - NOV - 1996	
	MILEAGE PLUS	Denmark	74391988 25 - OCT - 1988	72691990 16 - NOV - 1990	Registered
	MILEAGE PLUS	Dominican Republic	20109564 27 - APR - 2010	181626 2 - AUG - 2010	Registered
	MILEAGEPLUS	Dominican Republic	201615829 11 - MAY - 2016	232745 16 - AUG - 2016	Registered
	PREMIER	Dominican Republic	20109567 27 - APR - 2010	193232 15 - FEB - 2012	Registered
	PREMIER EXECUTIVE	Dominican Republic		181629 02 - AUG - 2010	Registered
	MILEAGE PLUS	Ecuador	28179 18 - OCT - 1991	4515 25 - JUN - 1993	Registered
	MILEAGEPLUS	Ecuador	IEPI201618550 6 - MAY - 2016	IEPI201715595 24 - NOV - 2017	Registered
	MILEAGEPLUS	Ecuador	IEPI201618549 6 - MAY - 2016	IEPI20176749 29 - SEPT - 2016	Registered
	MILEAGE PLUS	Egypt	86271 13 - MAR - 1993	86271 22 - APR - 1998	Registered
	MILEAGE PLUS	El Salvador	E191092 28 - MAY - 1992	33B37 14 - OCT - 1996	Registered
	MILEAGEPLUS	El Salvador	2016151865 3 - MAY - 2016	134 25 - APR - 2017	Registered
	MILEAGEPLUS	El Salvador	2016151848 3 - MAY - 2016	136 25 - APR - 2017	Registered
	PERSONAL MILES	El Salvador	E84562000 10 - NOV - 2000	213BOOK157 20 - AUG - 2012	Registered
	PERSONAL MILES	El Salvador	E1328132014 15 - JAN - 2014	200Book256 14 - AUG - 2015	Registered
	PREMIER	El Salvador	11996004261 23 - SEPT - 1996	169BOOK70 27 - FEB - 1998	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
	PERSONAL MILES	EUTM	1956549 9 - NOV - 2000	1956549 5 - DEC - 2001	Registered
	PREMIER	EUTM	408708 15 - NOV - 1996	408708 7 - NOV - 2003	Registered
	PREMIER EXECUTIVE	European Union	000408716 15 - NOV - 1996	000408716 16 - MAR 2001	Registered
	MILEAGEPLUS	Fiji	4162017 1 - JUN - 2017	4162017 1 - MAY - 2018	Registered
	MILEAGEPLUS	Fiji	4172017 1 - JUN - 2017	4172017 1 - MAY - 2018	Registered
	MILEAGE PLUS	Finland	505988 15 - NOV - 1988	119924 6 - JUL - 1992	Registered
	MILEAGE PLUS	France	965820 9 - NOV - 1988	1497420 9 - NOV - 1988	Registered
	MILEAGE PLUS	Germany	U737539WZ 28 - OCT - 1988	2094105 29 - MAR - 1995	Registered
	PREMIER	Ghana	7242010 19 - APR - 2010	41785	Pending
	MILEAGE PLUS	Greece	112144 30 - DEC - 1992	112144 18 - SEPT - 1995	Registered
	MILEAGE PLUS	Guatemala	147095 27 - FEB - 1995	8274870177 31 - OCT - 1996	Registered
	MILEAGEPLUS	Guatemala	M0087762016 31 - AUG - 2016	220946 2 - FEB - 2017	Registered
	MILEAGEPLUS	Guatemala	226405 25 - JUL - 2017	226405 25 - JUL - 2017	Registered
	PERSONAL MILES	Guatemala	M98522000 10 - NOV - 2000	112307 17 - AUG - 2001	Registered
	MILEAGE PLUS	Guyana	13509A 9 - OCT - 1991	13509A 28 - SEPT - 1992	Registered
	MILEAGEPLUS	Guyana	28715	28715	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
			11 - SEPT - 2017	16 - OCT - 2018	
	MILEAGE PLUS	Haiti	988G 11 - JUL - 2011	27175 29 - DEC - 2011	Registered
	MILEAGEPLUS	Haiti	735L 20 - MAY - 2016	340REG207 30 - AUG - 2016	Registered
	MILEAGEPLUS	Haiti	739L 20 - MAY - 2016	341REG207 30 - AUG - 2016	Registered
	PREMIER ACCESS	Haiti	992G 11 - JUL - 2011	31175 29 - DEC - 2011	Registered
	MILEAGE PLUS	Honduras	360792 22 - MAY - 1992	21049 27 - MAR - 2015	Registered
	MILEAGEPLUS	Honduras	3346614 17 - SEPT - 2014	25068 27 - MAR - 2015	Registered
	MILEAGEPLUS	Honduras	1835316 3 - MAY - 2016	22989 17 - OCT - 2016	Registered
	MILEAGEPLUS	Honduras	1835416 3 - MAY - 2016	22988 17 - OCT - 2016	Registered
	MILEAGE PLUS	Hong Kong SAR	661392 2 - MAR - 1992	1997B04942 2 - MAR - 1992	Registered
	MILEAGEPLUS	Hong Kong SAR	303776266 16 - MAY - 2016	303776266 16 - MAY - 2016	Registered
	PERSONAL MILES	Hong Kong SAR	244282000 3 - NOV - 2000	2002B08833 3 - NOV - 2000	Registered
	PREMIER	Hong Kong SAR	1168096 18 - SEPT - 1996	B113442000 21 - AUG - 2000	Registered
	PREMIER EXECUTIVE	Hong Kong SAR	1168196 18 - SEPT - 1996	B89412000	Pending
	MILEAGE PLUS	Hungary	2253206989 13 - SEPT - 1989	129063 5 - APR - 1990	Registered
	MILEAGE PLUS	India	1246583 30 - OCT - 2003	1246583 13 - FEB - 2007	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
	PREMIER	India	1246580 30 - OCT - 2003	1246580 29 - OCT - 2005	Registered
	PREMIER EXECUTIVE	India	1246574 30 - OCT - 2003	1246574 14 - OCT - 2005	Registered
	MILEAGEPLUS	Indonesia	J002016028191 10 - JUN - 2016		Pending
	MILEAGE PLUS	Ireland	474788 26 - OCT - 1988	140415 26 - OCT - 1988	Registered
	MILEAGE PLUS	Ireland	935214 1 - JUL - 1996	201636 1 - SEPT - 1998	Registered
	MILEAGE PLUS	Israel	86576 2 - MAR - 1993	86576 11 - JUN - 1995	Registered
	MILEAGE PLUS	Italy	3.62018E+14 7 - NOV - 2008	3.02009E+14 24 - MAY - 2010	Registered
	MILEAGE PLUS	Jamaica	42009 1 - FEB - 2002	42009 1 - FEB - 2002	Registered
	MILEAGEPLUS	Jamaica	70199 16 - MAY - 2016	70199 3 - MAY - 2017	Registered
	PREMIER	Jamaica	55493 19 - APR - 2010	55493 19 - APR - 2010	Registered
	PREMIER EXECUTIVE	Jamaica	55492 19 - APR - 2010	55492 19 - APR - 2010	Registered
	MILEAGE PLUS	Japan	H05056952 11 - JUN - 1993	3303665 9 - MAY - 1997	Registered
	MileagePlus (STYLIZED)	Japan	H04282211 30 - SEPT - 1992	3120212 29 - FEB - 1996	Registered
	PERSONAL MILES	Japan	11793600 31 - OCT - 2000	4629200 13 - DEC - 2002	Registered
	PREMIER	Japan	H08103101 13 - SEPT - 1996	4591418 2 - AUG - 2002	Registered
	PREMIER EXECUTIVE	Japan	H08103102	4529540	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
			13 - SEPT - 1996	14 - DEC - 2001	
	PREMIER EXECUTIVE	Japan	H08103102 13 - SEPT - 1996	4529540 14 - DEC - 2001	Registered
	UNITED COLLEGE PLUS	Japan	1999-085629 24 - SEPT - 1999	4434756 24 - NOV - 2000	Registered
	MILEAGE PLUS	Kenya	292 18 - MAY - 1995	SMA292 19 - SEPT - 1996	Registered
	MILEAGE PLUS	Kuwait	27123 23 - JUN - 1993	25005 23 - JUN - 1993	Registered
	MILEAGE PLUS	Kuwait	31288 14 - JUN - 1995	29777 1 - AUG - 1998	Registered
	MILEAGEPLUS	Kuwait	179869 1 - MAY - 2016	148247 1 - MAY - 2016	Registered
	MILEAGEPLUS	Kuwait	179870 1 - MAY - 2016	148248 9 - APR - 2017	Registered
	MILEAGEPLUS	Lebanon	174658 14 - JUN - 2016	174658 14 - JUN - 2016	Registered
	MILEAGE PLUS	Malaysia	9400994 5 - FEB - 1994	94000994 5 - FEB - 1994	Registered
	MILEAGE PLUS	Malaysia	9811535 6 - OCT - 1998	98011535 6 - OCT - 1998	Registered
	MILEAGEPLUS	Malaysia	2016058421 9 - MAY - 2016	2016058421 9 - MAY - 2016	Registered
	MILEAGEPLUS	Malaysia	2016058422 9 - MAY - 2016	2016058422 9 - MAY - 2016	Registered
	MILEAGE PLUS	Mexico	58461 9 - MAR - 1989	371484 5 - JAN - 1990	Registered
	MILEAGE PLUS REWARD MILES	Mexico	270011 2 - AUG - 1996	530923 12 - SEPT - 1996	Registered
	PERSONAL MILES	Mexico	458040 14 - NOV - 2000	687907 27 - FEB - 2001	Registered



No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
	PREMIER	Mexico	162312 5 - MAR - 1993	509651 9 - NOV - 1995	Registered
	PREMIER EXECUTIVE	Mexico	162313 5 - MAR - 1993	671632	Pending
	PREMIER EXECUTIVE AND DESIGN	Mexico	162314 5 - MAR - 1993	679561 29 - AUG - 2000	Registered
	PREMIER EXECUTIVE	Netherlands Antilles	D100194 26 - APR - 2010	14759 16 - JUN - 2010	Registered
	MILEAGE PLUS	New Zealand	225663 17 - MAR - 1993	225663 7 - MAY - 1997	Registered
	PERSONAL MILES	New Zealand	626438 3 - NOV - 2000	626438 17 - DEC - 2001	Registered
	PREMIER	New Zealand	266927 12 - SEPT - 1996	266927 12 - JUN - 1998	Registered
	MILEAGE PLUS	Nicaragua	9201105 27 - MAY - 1992	23399CC 18 - JUN - 1993	Registered
	MILEAGEPLUS	Nicaragua	2016001776 6 - MAY - 2016	2017117271 31 - JAN - 2017	Registered
	PREMIER	Nigeria	FTM20106576 6 - MAY - 2010	RTM87048 19 - MAY - 2010	Registered
	MILEAGE PLUS	Norway	884687 18 - OCT - 1988	148185 27 - DEC - 1991	Registered
	MILEAGE PLUS	Pakistan	119423 6 - MAR - 1993	119423 12 - OCT - 2004	Registered
	MILEAGE PLUS	Pakistan	195158 4 - MAY - 2004	195158 7 - FEB - 2011	Registered
	MILEAGEPLUS	Pakistan	419382 2 - MAY - 2016	419382 2 - MAY - 2016	Registered
	MILEAGEPLUS	Pakistan	419381 2 - MAY - 2016	1	Pending
	MILEAGE PLUS	Panama	61489	61489	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
			5 - JUN - 1992	3 - FEB - 1994	
	MILEAGEPLUS	Panama	24984501 19 - MAY - 2016	24984501 19 - MAY - 2016	Registered
	MILEAGE PLUS	Paraguay	15086 28 - OCT - 1991	248354 29 - APR - 2012	Registered
	MILEAGEPLUS	Paraguay	260862016 6 - MAY - 2016	456666 13 - APR - 2018	Registered
	MILEAGEPLUS	Paraguay	260902016 6 - MAY - 2016	45667 13 - APR - 2018	Registered
	MILEAGE PLUS	Peru	194035 27 - NOV - 1991	9637 9 - APR - 1992	Registered
	MILEAGEPLUS	Peru	6603452016 4 - MAY - 2016	15091 7 - SEPT - 2016	Registered
	PREMIER	Peru	M21057/1996 12 - SEP - 1996	26 - MAY - 1997	Registered
	PREMIER EXECUTIVE	Peru	683217 12 - SEPT - 1996	15291 24 - APR - 1997	Registered
	PREMIER SEATING	Peru	16288 18 - JUL - 1996	8738 24 - OCT - 1996	Registered
	MILEAGE PLUS	Philippines	85144 19 - MAR - 1993	4199359141 19 - AUG - 1994	Registered
	PREMIER	Philippines	114855 16 - OCT - 1996	41996114855 26 - JUL - 2002	Registered
	MILEAGE PLUS	Poland	Z88709 13 - SEPT - 1989	R66380 21 - JUN - 1991	Registered
	MILEAGE PLUS	Portugal	290493 24 - MAR - 1993	290493 23 - MAY - 1994	Registered
	MILEAGE PLUS	Puerto Rico	31549 29 - JUL - 1992	31549 29 - JUL - 1992	Registered
	MILEAGEPLUS	Puerto Rico	218211351 7 - MAR - 2017		Pending

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
	MILEAGEPLUS	Puerto Rico	218212391 7 - MAR - 2017		Pending
	PREMIER EXECUTIVE	Puerto Rico		38903 01 - SEP - 1996	Registered
	MILEAGEPLUS	Qatar	74509 2 - MAY - 2012	74509 14 - OCT - 2014	Registered
	MILEAGEPLUS	Qatar	106115 17 - MAY - 2016	106115 10 - APR - 2017	Registered
	MILEAGEPLUS	Qatar	106162 18 - MAY - 2016		Pending
	PREMIER ACCESS	Qatar	74511 2 - MAY - 2012	74511 14 - OCT - 2014	Registered
	MILEAGE PLUS	Russia	2009701443 30 - JAN - 2009	411133 16 - JUN - 2010	Registered
	PREMIER	Russia	99707112 14 - MAY - 1999	246830 23 - MAY - 2003	Registered
	MILEAGE PLUS	S. Korea	932140 22 - APR - 1993	4124262 28 - JUN - 1994	Registered
	PERSONAL MILES	S. Korea	41200028266 3 - NOV - 2000	77858 30 - JUL - 2002	Registered
	PREMIER	S. Korea	9612431 9 - OCT - 1996	46037 25 - AUG - 1998	Registered
	MILEAGEPLUS	Saint Kitts and Nevis	20160110 9 - JUN - 2016		Pending
	MILEAGEPLUS	Saint Lucia	TM2016000181 11 - JUL - 2016	TM2016000181 11 - JUL - 2016	Registered
	MILEAGEPLUS	Saint Vincent and the Grenadines	1072016 4 - JUN - 2016	107of2016 7 - JUN - 2016	Registered
	MILEAGE PLUS	Saudi Arabia	20726 10 - APR - 1993	30426 10 - APR - 1994	Registered
	MILEAGEPLUS	Saudi Arabia	1437025428	1437025428	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
			20 - AUG - 2016	18 - DEC - 2016	
	MILEAGEPLUS	Saudi Arabia	1437025431 20 - AUG - 2016	1437025428 18 - DEC - 2016	Registered
	PERSONAL MILES	Singapore	T0019355E 2 - NOV - 2000	T0019355E 2 - NOV - 2000	Registered
	PREMIER	Singapore	1046196 30 - SEPT - 1996	T9610461C 30 - SEPT - 1996	Registered
	PREMIER EXECUTIVE	Singapore	T9610460E 30 - SEP - 1996	13 - FEB - 2001	Registered
	MILEAGE PLUS	Sint Maarten	40294 26 - APR - 2010	13252 20 - MAY - 2010	Registered
	PREMIER	Sint Maarten	40294 26 - APR - 2010	13249 20 - MAY - 2010	Registered
	MILEAGE PLUS	South Africa	B199207127 25 - AUG - 1992	B199207127 2 - AUG - 1994	Registered
	MILEAGEPLUS	South Africa	201611900 3 - MAY - 2016	201611900 3 - MAY - 2016	Registered
	MILEAGEPLUS	South Africa	201611899 3 - MAY - 2016	201611899 3 - MAY - 2016	Registered
	MILEAGE PLUS	Spain	1285085 18 - NOV - 1988	1285085 17 - APR - 1990	Registered
	MILEAGE PLUS	Spain	1285086 18 - NOV - 1988	1285086 16 - APR - 1991	Registered
	MILEAGE PLUS	Sweden	8809416 3 - NOV - 1988	230708 28 - FEB - 1992	Registered
	MILEAGE PLUS	Switzerland	8400 22 - NOV - 1988	368187 22 - NOV - 1988	Registered
	MILEAGE PLUS	Switzerland	636002013 12 - NOV - 2013		Pending
	MILEAGE PLUS	Switzerland	144442019 1 - NOV - 2019		Pending

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
	MILEAGEPLUS	Taiwan	105027650 16 - MAY - 2016	1921894 16 - JUN - 2018	Registered
	PREMIER	Taiwan	(85)47268 18 - SEPT - 1996	98621 1 - MAR - 1998	Registered
	PREMIER EXECUTIVE	Taiwan	(85)47269 18 - SEPT - 1996	98646 1 - MAR - 1998	Registered
	MILEAGE PLUS	Thailand	227225 28 - APR - 1992	BOR941 25 - APR - 1994	Registered
	MILEAGEPLUS	Thailand	1040329 11 - MAY - 2016		Pending
	MILEAGEPLUS	Thailand	1040320 11 - MAY - 2016		Pending
	PERSONAL MILES	Thailand	446929 27 - FEB - 2001	BOR16103 24 - MAY - 2002	Registered
	PREMIER	Thailand	331488 28 - MAR - 1997	BOR6726 10 - SEPT - 1998	Registered
	MILEAGE PLUS	Trinidad and Tobago	21236 27 - NOV - 1992	21236 21 - MAR - 1995	Registered
	MILEAGEPLUS	Trinidad and Tobago	51591 13 - JUN - 2016		Pending
	MILEAGE PLUS	Turkey	33544 21 - APR - 1993	143314 26 - AUG - 1993	Registered
	PREMIER ACCESS	Turkey	201244598 15 - MAY - 2012	201244598 22 - JUL - 2013	Registered
	MILEAGEPLUS	Turks and Caicos Islands	18584 3 - JUN - 2016	18584 3 - JUN - 2016	Registered
	MILEAGEPLUS	Turks and Caicos Islands	18585 3 - JUN - 2016	18585 3 - JUN - 2016	Registered
	MILEAGE PLUS	United Arab Emirates	8600 26 - NOV - 1994	11108 20 - JUL - 1997	Registered

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Reg. Date	Status
	MILEAGEPLUS	United Arab Emirates	252865 1 - MAY - 2016	252865 24 - JAN - 2017	Registered
	MILEAGEPLUS	United Arab Emirates	252867 1 - MAY - 2016	252867 24 - JAN - 2017	Registered
	MILEAGE PLUS	United Kingdom	2130726 24 - APR - 1997	2130726 17 - DEC - 1999	Registered
	MILEAGEPLUS	United Kingdom	3162816 4 - MAY - 2016	3162816 8 - MAY - 2016	Registered
	MILEAGE PLUS	Uruguay	454440 21 - APR - 2014	07 - NOV - 2014	Published
	MILEAGEPLUS	Uruguay	473781 2 - MAY - 2016	473781 21 - JUN - 2018	Registered
	MILEAGE PLUS REWARD MILES	Uruguay	401787 6 - MAY - 2009	15 - JUNE - 2009	Registered
	MILEAGE PLUS REWARD MILES	Uruguay	288977 12 - AUG - 1996	15 - JUN - 1999	Registered
	PERSONAL MILES	Uruguay	327575 3 - NOV - 2000	421795 7 - MAY - 2001	Registered
	PREMIER	Uruguay	289684 11 - SEPT - 1996	401359 12 - MAY - 1999	Registered
	PREMIER EXECUTIVE	Uruguay	289685 11 - SEPT - 1996	447108 7 - AUG - 2003	Registered
	MILEAGE PLUS	Vietnam	9883 30 - NOV - 1992	8554 22 - JUN - 1993	Registered
	MILEAGEPLUS	Virgin Islands	7606 27 - JUN - 2016	7306 27 - JUN - 2016	Registered
	MILEAGEPLUS	Yemen	74617 8 - MAY - 2016	74617 8 - MAY - 2016	Registered
	MILEAGEPLUS	Yemen	74676 8 - MAY - 2016	74676 8 - MAY - 2016	Registered

## SCHEDULE B

### U.S. Patent Registrations and Applications

<b>Nn.</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>App. No. / App. Date</b>	<b>Patent No. / Issue Date</b>	<b>Status</b>
1	Mobile payment system with reward points.	USA	13/932,770 1 - JUL - 2013	10,192,231 29 - JAN - 2019	Granted
2	Mobile payment system with reward points.	USA	16/229,863 21 - DEC - 2018	10,558,993 11 - FEB - 2019	Granted

### Foreign Patent Registrations and Applications

No.	Title	Jurisdiction	App. No. / App. Date	Patent No. / Issue Date	Status
1	Mobile payment system with reward points.	Australia	2014284514 27 - JUN - 2014	- -	Pending
2	Mobile payment system with reward points.	Brazil	BR20151132825 27 - JUN - 2014	- -	Pending
3	Mobile payment system with reward points.	European Union	14819549.8 27 - JUN - 2014	EP3017410 11 - MAY - 2016	Pending
4	Mobile payment system with reward points.	Japan	JP20160524237 27 - JUN - 2014	6523272 10 - MAY - 2019	Granted
5	Mobile payment system using reduction point.	Japan	JP20190084757 27 - JUN - 2014	- -	Pending
6	- -	Qatar	QA/201512/00545 27 - JUN - 2014	- -	Pending
7	- -	United Arab Emirates	P1747/15 27 - JUN - 2014	- -	Pending