

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
United Air Lines, Inc.	02/01/2006

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin
Internal Address:	10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 15

Property Type	Number
Application Number:	60656613
Application Number:	09886247
Application Number:	10003369
Application Number:	09853945
Application Number:	09851849
Application Number:	09893240
Patent Number:	5003150
Patent Number:	5749589

PATENT

500076147

REEL: 017125 FRAME: 0319

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Patent Number:	6134500
Patent Number:	6349601
Patent Number:	6401901
Patent Number:	6655576
Patent Number:	6681466
Patent Number:	6684443
Patent Number:	6824103

CORRESPONDENCE DATA

Fax Number: (212)309-6001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-309-6072
Email: trademarks@morganlewis.com
Correspondent Name: Jeffrey H. Greene
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attn.: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	49065-06-0144-0001
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NAME OF SUBMITTER:	Margaret A. Delacruz, Senior Paralegal
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Total Attachments: 15
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 1, 2006 (as this agreement may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "Patent Security Agreement"), is made by UNITED AIR LINES, INC., a Delaware corporation (the "Borrower"), UAL CORPORATION, a Delaware corporation (the "Parent") and all of the direct and indirect domestic subsidiaries of the Parent signatory hereto (together with the Parent and the Borrower, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A. and CITICORP USA, INC., as co-collateral agents (each a "Collateral Agent" and together, the "Collateral Agents") on behalf of the Secured Parties (as defined below). All capitalized terms used herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as defined below) unless otherwise indicated herein.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Guaranty Agreement, dated as of the date hereof (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") among the Grantors, the Collateral Agents, JPMorgan Chase Bank, N.A. and Citicorp USA, Inc. as co-administrative agents (the "Agents") for the financial institutions party thereto (the "Lenders" and together with the Agents, the Collateral Agents, the Paying Agent and their respective successors and assigns, the "Secured Parties"), JPMorgan Chase Bank, N.A., as paying agent, General Electric Capital Corporation, as syndication agent, J.P. Morgan Securities Inc. and Citigroup Global Markets, Inc., as joint lead arrangers and joint bookrunners, and the Lenders, the Lenders have agreed to make certain loans to the Borrower;

WHEREAS, it is a condition precedent to effectiveness of the Credit Agreement that, among other things: (i) the Grantors enter into a Security Agreement dated as of the date hereof by each of the Grantors in favor of the Collateral Agents for the benefit of the Secured Parties (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (ii) each of the Grantors execute this Patent Security Agreement in order to grant a security interest in favor of the Collateral Agents on behalf of the Secured Parties to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment when due of the Obligations for the benefit of the Collateral Agents on behalf of the Secured Parties and for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to Section 2.03 of the Security Agreement, each Grantor does hereby grant to the Collateral Agents, for the ratable benefit of the Secured Parties, 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 Patents (as defined in the Security Agreement, but limited for purposes herein to United States Patents) owned by any Grantor, including, without limitation, each Patent

referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Patents subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto);

(ii) all Patent Licenses (as defined in the Security Agreement, but limited for purposes herein to United States Patent Licenses), including, without limitation, each Patent License referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Patent Licenses subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto); and

(iii) all products and 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 Patent owned by any Grantor, including, without limitation, any Patent referred to in Schedule I hereto, and of any Patent licensed under any Patent License.

This security interest is granted in conjunction with the security interest granted to the Collateral Agents, for the ratable benefit of the Secured Parties, 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 the Collateral Agents, with respect to the security interest in the Patents and the Patent Licenses 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, pursuant to Section 5.15 of the Credit Agreement, the Borrower is required to cause each Person which becomes a direct or indirect domestic Subsidiary (other than Immaterial Subsidiaries) of the Parent to become a party hereto as an additional Grantor (each such Person, an "Additional Grantor") by executing an Instrument of Assumption and Joinder (a "Joinder") substantially in the form attached to the Credit Agreement as Exhibit H. Upon delivery of any such Joinder to the Collateral Agents, 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 the Borrower or any Grantor to cause any such Subsidiary of the Parent to become an Additional Grantor or a Grantor hereunder or (c) by reason of the Collateral Agents' or any of the Secured Parties' actions in effecting, or failure to effect, any 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 Patent 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 PATENT 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 Patent Security Agreement are intended to be complementary; however, any inconsistency, ambiguity or conflict between this Patent Security Agreement and the Security Agreement shall be resolved in the following order of precedence (with (i) having the highest priority): (i) Security Agreement, and (ii) Patent Security Agreement.

This Patent 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 Patent Security Agreement is effective notwithstanding any defect in the validity or enforceability of any instrument or document contained in any of the other Collateral Documents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the Grantors has caused this Patent 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: FS
Name:
Title:

UAL CORPORATION

By: FS
Name:
Title:

AIR WIS SERVICES, INC.

By: FS
Name:
Title:

AIR WISCONSIN, INC.

By: FS
Name:
Title:

UAL LOYALTY SERVICES, LLC

By: _____
Name:
Title:

AMENITI TRAVEL CLUBS, INC.

By: _____
Name:
Title:

MILEAGE PLUS HOLDINGS, INC.

By: _____
Name:
Title:

Signature Page to Patent Security Agreement

IN WITNESS WHEREOF, each of the Grantors has caused this Patent 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: _____
Title: _____

UAL CORPORATION

By: _____
Name: _____
Title: _____

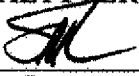
AIR WIS SERVICES, INC.

By: _____
Name: _____
Title: _____


AIR WISCONSIN, INC.

By: _____
Name: _____
Title: _____

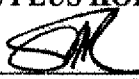
UAL LOYALTY SERVICES, LLC

By:  _____
Name: STEVEN M. RASHER
Title: SR VP Genl Counsel - Eng

AMENITI TRAVEL CLUBS, INC.

By:  _____
Name: STEVEN M. RASHER
Title: SR VP Genl Counsel - Eng

MILEAGE PLUS HOLDINGS, INC.

By:  _____
Name: STEVEN M. RASHER
Title: SR VP Genl Counsel - Eng

Signature Page to Patent Security Agreement

MILEAGE PLUS MARKETING, INC.

By: 

Name: STEVEN M. CASHNER
Title: SR VP Fuel Mktg & Svc

UNITED AVIATION FUELS CORPORATION

By: _____

Name:
Title:

MILEAGE PLUS, INC.

By: _____

Name:
Title:

COVIA LLC

By: _____

Name:
Title:

Signature Page to Patent Security Agreement

MILEAGE PLUS MARKETING, INC.

By: _____
Name:
Title:

UNITED AVIATION FUELS CORPORATION

By: _____
Name:
Title:

MILEAGE PLUS, INC.

By: _____
Name:
Title:

COVIA LLC


By: _____
Name:
Title:

Signature Page to Patent Security Agreement

Accepted and Agreed to:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: _____


Name: William T. Strout
Title: Managing Director

CITICORP USA, INC.
as Collateral Agent

By: _____

Name: James J. McCarthy
Title: Director/Vice President

Signature Page to Patent Security Agreement

Accepted and Agreed to:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: _____
Name: William T. Strout
Title: Managing Director

CITICORP USA, INC.
as Collateral Agent

By: 
Name: James J. McCarthy
Title: Director/Vice President

Signature Page to Patent Security Agreement

Patents

Patents Owned by United Air Lines, Inc.

Title	Country	Serial Number	Filing Date	Patent Number	Issue Date
Apparatus for inert gas shielded arc welding	U.S.			5,003,150	3/26/1991
Airline baggage cart	U.S.			5,749,589	5/12/1998
System and method for generating optimal flight plans for airline operations control	U.S.			6,134,500	10/17/2000
Aircraft pneumatic system test cart	U.S.			6,349,601	2/26/2002
Baggage chute apparatus	U.S.			6,401,901	6/11/2002
Process for disassembling a brazed structure	U.S.			6,655,576	12/2/2003
Router replacement method	U.S.			6,681,466	1/27/2004
Multiple-door access boarding bridge	U.S.			6,684,443	2/3/2004
Convertible dual taxilane	U.S.			6,824,103	11/30/2004
[Unpublished application]	U.S.	60/656,613	2/25/2005		
Travel fares packaging system and method	U.S.	09/886,247	6/20/2001		
Radio frequency check-in process	U.S.	10/003,369	11/15/2001		
Process for repairing a structure	U.S.	09/853,945	5/11/2001		
Router apparatus	U.S.	09/851,849	5/9/2001		
Method and apparatus for processing an international passenger	U.S.	09/893,240	6/6/2001		

Patent Licenses

Licensor	Licensee	Date
Netcentives, Inc.	MyPoints.com, Inc.	3/31/1999

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT NO. ____ TO THE PATENT
SECURITY AGREEMENT
DATED AS OF _____

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of February 1, 2006 (as the same has been, or may hereafter be, amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"; capitalized terms used herein without definition have the meanings given to them in the Patent Security Agreement), made by UNITED AIR LINES, INC. (the "Borrower"), UAL CORPORATION (the "Parent"), the direct and indirect domestic subsidiaries of the Parent signatory thereto, **[ANY ADDITIONAL GRANTORS,]** (together with the Parent and the Borrower, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A. and CITICORP USA, INC. (together, the "Collateral Agents") on behalf of the Secured Parties, the Grantors have granted and pledged to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in, to and under the Patents and Patent Licenses, all as more fully set forth in the Security Agreement and Patent Security Agreement;

WHEREAS, the Grantors have acquired or created additional Patents **[and/or Patent Licenses]** since the date of execution of the Patent Security Agreement and the most recent Supplement thereto and hold certain additional Patents **[and/or Patent Licenses]**; and

WHEREAS, Schedule I to the Patent Security Agreement does not reflect Patents **[and/or Patent Licenses]** acquired or created by the Grantors since the date of execution of the Patent Security Agreement and the most recent Supplement thereto.

THEREFORE,

A. To secure the prompt and complete payment when due of the Obligations of the Borrower under the Credit Agreement and each of the other Loan Documents and to secure the performance and observance by each of the Grantors of all the agreements, covenants and provisions contained in the Credit Agreement and in the Loan Documents for the benefit of the Collateral Agents on behalf of the Secured Parties, the Grantors do hereby grant to the Collateral Agents, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantors' right, title and interest in and to each and every Patent **[and/or Patent License]** being added to Schedule I to the Patent Security Agreement pursuant to paragraph B below.

B. The Patent Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule I thereof so as to reflect all of the Patents **[and/or Patent Licenses]** in and to which the Grantors have granted a security interest to the Collateral Agents,

for the ratable benefit of the Secured Parties, pursuant to the terms of the Security Agreement, the Patent Security Agreement and the Credit Agreement.

The following Patents **[and/or Patent Licenses]** are hereby added to Schedule I to the Patent Security Agreement:

Part A

PATENTS

[Entity]

<u>Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
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Part B

PATENT APPLICATIONS

[Entity]

<u>Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
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Part C

PATENT LICENSES

[Entity]

Except as expressly supplemented hereby, the Patent Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Patent Security Agreement, the terms "Agreement", "this Agreement", "this Patent Security Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Patent Security Agreement as supplemented by this Supplement.

This Supplement shall be construed as supplemental to the Patent Security Agreement and shall form a part thereof, and the Patent 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 Patents **[and/or Patent Licenses]** set forth herein are not intended by the parties to derogate from, or extinguish, any of the Collateral Agents' rights or remedies under (i) the Patent 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 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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IN WITNESS WHEREOF, the Grantors have caused this Supplement No. ____ to
the Patent 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:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: _____

Name:

Title:

CITICORP USA, INC.
as Collateral Agent

By: _____

Name:

Title: