

Form PTO-1595 (Rev. 07/05)
OMB No. 0851-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS 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. UNITED AIR LINES, INC.
2. UAL CORPORATION
3. AIR WIS SERVICES, INC.
4. AIR WISCONSIN, INC.

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

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

Execution Date(s) February 1, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Chase Bank USA, N.A.

Internal Address: _____

Street Address: 201 N. Walnut Street

City: Wilmington

State: Delaware

Country: USA Zip: 19801

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

60/656,613 09/851,849
09/886,247 09/893,240
10/003,369
09/853,945

B. Patent No.(s)

5,003,150 6,401,901 6,824,103
5,749,589 6,655,576
6,134,500 6,681,466
6,349,601 6,684,443

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Lisa M. Coward

Internal Address: Milbank, Tweed, Hadley & McCloy LLP

Street Address: 1850 K Street, N.W.

Suite 1100

City: Washington

State: D.C. Zip: 20006

Phone Number: (202) 835-7504

Fax Number: (202) 835-7586

Email Address: lcoward@milbank.com

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 600.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

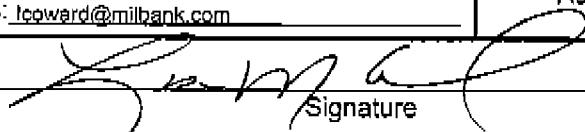
8. Payment Information

a. Credit Card Last 4 Numbers 1008
Expiration Date 12/09

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

February 13, 2006
Date

Lisa M. Coward

Name of Person Signing

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

19

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, V.A. 22313-1450

OP \$600.00 60656613

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NAME OF ADDITIONAL CONVEYING PARTIES

5. UAL LOYALTY SERVICES, LLC
6. AMENITI TRAVEL CLUBS, INC.
7. MILEAGE PLUS HOLDINGS, INC.
8. MILEAGE PLUS MARKETING, INC.
9. UNITED AVIATION FUELS CORPORATION
10. MILEAGE PLUS, INC.
11. COVIA LLC

EXECUTION COPY

CO-BRANDED PATENT SECURITY AGREEMENT

This CO-BRANDED 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 UAL CORPORATION ("UAL"), UAL LOYALTY SERVICES, LLC, formally known as United NewVentures, Inc. ("ULS"), UNITED AIR LINES, INC. ("UA," and collectively with UAL and ULS, "UNITED"), each a Delaware corporation or limited liability company, as applicable, and all of the direct and indirect domestic subsidiaries of UAL signatory hereto (together with United, the "Grantors"), in favor of Chase Bank USA, N.A. (together with its successors and assigns, "Chase Bank"), as secured party (the "Secured Party"). All capitalized terms used herein shall have the respective meanings ascribed to such terms in the Co-Branded Agreement (as defined below) unless otherwise indicated herein.

RECITALS

WHEREAS, Chase Bank and United have previously entered into that certain Co-Branded Card Marketing Services Agreement effective July 1, 2001, as subsequently amended and restated (as may be further amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Co-Branded Agreement"); and

WHEREAS, pursuant to Section 5.2(e) of the Co-Branded Agreement, United has agreed that the Grantors shall grant, to the extent required by Section 5.2 of the Co-Branded Agreement, a security interest in and lien on the Collateral as security for the prompt payment in full of all obligations of United under the Co-Branded Agreement to repurchase Pre-purchased Miles (whether then existing or arising thereafter) under Section 10.4 of the Co-Branded Agreement (collectively, the "Co-Branded Obligations"); and

WHEREAS, the parties hereto have agreed that (i) notwithstanding anything herein to the contrary, the lien and security interest granted to Chase Bank pursuant to this Agreement and the exercise of any right or remedy by Chase Bank hereunder are subject in all respects to the provisions of that certain Intercreditor Agreement, dated as of February 1, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Chase Bank, JPMorgan Chase Bank, N.A. and Citicorp USA, Inc., as co-administrative agents and as co-collateral agents (with their respective successors and permitted assigns, the "Collateral Agents") for United's lenders in connection with the Credit Agreement, and United and the other Grantors signatory thereto from time to time; and (ii) in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control; and

WHEREAS, pursuant to Section 5.2(e) of the Co-Branded Agreement, the Grantors have agreed to execute (i) a Co-Branded Security Agreement dated as of the date hereof by and among United, each of Grantors and Chase Bank (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) this Agreement in order to grant a security interest in favor of Chase Bank to secure the Co-Branded Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Co-Branded Obligations for the benefit of Chase Bank 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 Chase Bank, 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 Chase Bank, in the assets of the Grantors upon the terms and conditions as set forth in the Security Agreement and subject in all respects to the terms of the Intercreditor Agreement. The Grantors do hereby acknowledge and affirm that the rights and remedies of Chase Bank, 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 and the Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Each Grantor acknowledges that United is required to cause each Person which becomes a direct or indirect domestic subsidiary (other than Immaterial Subsidiaries) of UAL 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 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 United

to cause any Subsidiary of UAL or UA 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 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 - Chase

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 & Secy

AMENITI TRAVEL CLUBS, INC.

By:  _____
Name: STEVEN M. RASHER
Title: SR VP Genl Counsel & Secy

MILEAGE PLUS HOLDINGS, INC.

By:  _____
Name: STEVEN M. RASHER
Title: SR VP Genl Counsel & Secy

Signature Page to Patent Security Agreement - Chase

MILEAGE PLUS MARKETING, INC.By: Name: STEVEN M. PASHENTitle: SR VP General Counsel & Secy**UNITED AVIATION FUELS CORPORATION**

By: _____

Name: _____

Title: _____

MILEAGE PLUS, INC.

By: _____

Name: _____

Title: _____

COVIA LLC

By: _____

Name: _____

Title: _____

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:

Accepted and Agreed to:

Chase Bank USA, N.A.

By: 

Name: **RAYMOND FISCHER**

Title: **CFO**

Signature Page to Patent Security Agreement - Chase

PATENT
REEL: 017251 FRAME: 0538

SCHEDULE I
PATENTS,
PATENT APPLICATIONS
AND PATENT LICENSES

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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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		

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

EXECUTION COPY

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT NO. TO THE CO-BRANDED PATENT
SECURITY AGREEMENT
DATED AS OF

WHEREAS, pursuant to that certain Co-Branded 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 UAL CORPORATION ("UAL"), UAL LOYALTY SERVICES, LLC, formally known as United NewVentures, Inc. ("ULS"), UNITED AIR LINES, INC. ("UA," and collectively with UAL and ULS, "UNITED"), each a Delaware corporation or limited liability company, as applicable, and all of the direct and indirect domestic subsidiaries of UAL signatory hereto, **[ANY ADDITIONAL GRANTORS,]** (together with United, the "Grantors"), in favor of Chase Bank USA, N.A. (together with its successors and assigns, "Chase Bank"), as secured party (the "Secured Party"), 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 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 and performance when due of the Co-Branded Obligations for the benefit of Chase Bank, each Grantor does hereby grant to Chase Bank, a security interest in 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 Chase Bank, pursuant to the terms of the Security Agreement, the Patent Security Agreement and the Co-Branded 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 Chase Bank's 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.

[Remainder of Page Intentionally Left Blank]

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:

CHASE BANK USA, N.A.

By: _____
Name:
Title: