

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination of Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
JP Morgan Chase Bank, N.A.	02/02/2007
Citicorp USA, Inc.	02/02/2007

RECEIVING PARTY DATA

Name:	United Air Lines, Inc.
Street Address:	1200 E. Algonquin Road
City:	Elk Grove
State/Country:	ILLINOIS
Postal Code:	60007

Name:	UAL Corporation
Street Address:	1200 E. Algonquin Road
City:	Elk Grove
State/Country:	ILLINOIS
Postal Code:	60007

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	5003150
Patent Number:	5749589
Patent Number:	6134500
Patent Number:	6349601
Patent Number:	6401901
Patent Number:	6655576
Patent Number:	6681466
Patent Number:	6684443
Patent Number:	6824103

PATENT

500239859

REEL: 019009 FRAME: 0850

CH \$600.00 5003150

Application Number:	60656613
Application Number:	09886247
Application Number:	10003369
Application Number:	09853945
Application Number:	09851849
Application Number:	09893240

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	49065-06-0144
NAME OF SUBMITTER:	Robert J. Goodell

Total Attachments: 7  
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## EXECUTION VERSION

### TERMINATION OF PATENT SECURITY AGREEMENT

This TERMINATION OF PATENT SECURITY AGREEMENT is executed as of February 2, 2007 by JPMORGAN CHASE BANK, N.A. and CITICORP USA, INC. (together, the "Collateral Agents"), with reference to (i) that certain Credit, Security, Guaranty and Pledge Agreement dated as of February 1, 2006, (as the same may have been amended, supplemented or otherwise modified, the "Credit Agreement") among UNITED AIR LINES, INC. (the "Borrower"), UAL CORPORATION (the "Parent"), the direct and indirect domestic subsidiaries of the Parent and Borrower signatory thereto, (together with the Parent and the Borrower, the "Grantors"), the Lenders named therein, JPMORGAN CHASE BANK, N.A. and CITICORP USA, Inc. as administrative agents (the "Agents") and (ii) that certain Security Agreement dated as of February 1, 2006 (as the same may have been amended, supplemented or otherwise modified, the "Security Agreement") among the Grantors and the Collateral Agents.

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors executed and delivered to the Collateral Agents (for the benefit of itself and the Secured Parties) that certain Patent Security Agreement, dated as of February 1, 2006 (as the same may have been 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 provided in the Patent Security Agreement (or if not provided therein, in the Credit Agreement)), pursuant to which Patent Security Agreement 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 all Patents and Patent Licenses and various products or proceeds thereof (collectively, the "Patent Collateral"), all as more fully set forth in the Security Agreement and Patent Security Agreement;

WHEREAS, the Patent Security Agreement was recorded by the United States Patent and Trademark Office on February 6, 2006, in Reel 017125, at Frame 0139;

WHEREAS, the Credit Agreement is being amended and restated by that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement dated as of February 2, 2007 among the Borrower, the Parent, the direct and indirect domestic subsidiaries of the Parent and Borrower signatory thereto, and JPMORGAN CHASE BANK, N.A. and CITICORP USA, Inc. as administrative agents, and in connection with the amendment and restatement of the Credit Agreement, the Agents have agreed to release their security interests in all of the Patent Collateral;

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

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

B. to the extent the Collateral Agents shall be deemed to have any right, title or interest in, to and under any item of Patent Collateral held by Grantors, the Collateral Agents hereby retransfer and reassign to Grantors all of such right, title and interest with respect to any such item of Patent Collateral, including without limitation each item of Patent Collateral listed on Schedule I hereto; and

C. terminate the Patent Security Agreement entirely with respect to each and every Grantor.

**THIS TERMINATION OF 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.**

This Termination of Patent 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each entity signatory hereto has caused this Termination of Patent Security Interest to be executed by its duly authorized officer as of the date first written above.

**JPMORGAN CHASE BANK, N.A.,  
as Co-Collateral Agent**

By Matthew H. Massie  
Name: MATTHEW H. MASSIE  
Title: MANAGING DIRECTOR

**CITICORP USA, INC.,  
as Co-Collateral Agent**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each entity signatory hereto has caused this Termination of Patent Security Interest to be executed by its duly authorized officer as of the date first written above.

**JPMORGAN CHASE BANK, N.A.,  
as Co-Collateral Agent**

By \_\_\_\_\_  
Name:  
Title:

**CITICORP USA, INC.,  
as Co-Collateral Agent**

By   
Name:  
Title: JAMES J. MCCARTHY  
Managing Director &  
Vice President

SCHEDULE I

(See attached)

Patents

**Patents Owned by United Air Lines, Inc.**

<b>Title</b>	<b>Country</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>
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**

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