

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Chase Bank USA, N.A.	02/02/2007

RECEIVING PARTY DATA

Name:	United Air Lines, Inc.
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	UAL Corporation
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	Air WIS Services, Inc.
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	Air Wisconsin, Inc.
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	UAL Loyalty Services, LLC
Street Address:	77 W. Wacker Drive

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PATENT

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REEL: 019028 FRAME: 0982

City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	Ameniti Travel Clubs, Inc.
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	Mileage Plus Holdings, Inc.
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	Mileage Plus Marketing, Inc.
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	United Aviation Fuels Corporation
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	Mileage Plus, Inc.
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

Name:	Covia LLC
Street Address:	77 W. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601

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

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-6371
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31484-147 RMP
NAME OF SUBMITTER:	Renee M. Prescan

Total Attachments: 7
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RELEASE AND TERMINATION OF PATENT SECURITY AGREEMENT

This RELEASE AND TERMINATION OF PATENT SECURITY AGREEMENT (this "Release") is executed as of February 2, 2007 by CHASE BANK USA, N.A. ("Chase Bank" or the "Secured Party"), with reference to (i) that certain Co-Branded Card Marketing Services Agreement effective July 1, 2001, between United Air Lines, Inc. (the "Borrower"), UAL Corporation (the "Parent"), UAL Loyalty Services, LLC ("ULS") and Chase Bank, 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 (ii) that certain Co-Branded Security Agreement dated as of February 1, 2006 (as the same may have been amended, supplemented or otherwise modified, the "Security Agreement") among the Borrower, Parent, ULS and certain subsidiaries of Parent (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 Co-Branded 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 Co-Branded Agreement or Security Agreement)), pursuant to which Patent 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 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 Co-Branded Agreement is being amended by that certain Amendment to Co-Branded Agreement dated as of February 2, 2007 among the Borrower, the Parent, ULS and Chase Bank, and in connection with the amendment and restatement of the Co-Branded Agreement, the Secured Party has agreed to release its security interest in all of the Patent 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 any Collateral consisting of Patents or Patent Licenses (collectively, "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 Secured Party shall be deemed to have any right, title or interest in, to and under any item of Patent Collateral held by Grantors, retransfers and reassigns to Grantors all of such right, title and interest with respect to any such item of Patent Collateral, including each item of Patent Collateral listed on Schedule I hereto; and

C. terminates the Patent 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 U.S. 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.

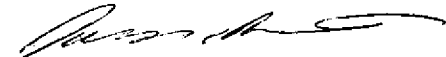
THIS RELEASE AND TERMINATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES.

This Release and Termination 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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The parties hereto have caused this Release to be executed as of the date and year indicated above.

Chase Bank USA, N.A.

By: 

Title: 5 VP

SCHEDULE I
PATENTS
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 LICENSES

[Entity]

<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>
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Patent Licenses

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