

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UAL Loyalty Services, LLC		02/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Fannin
Internal Address:	19th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association:

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

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2988055	AMENITI
Registration Number:	2995801	AMENITI LUXURY TRAVEL CLUB
Registration Number:	2945974	MILEAGE PLUS MALL
Registration Number:	2389537	WWW.UAL.COM
Registration Number:	2733959	WWW.UALCARGO.COM
Serial Number:	78234815	CRUISE4MILES

CH \$190.00 2988055

Serial Number:

78319166

MILEAGE PLUS TRANSFER MILES

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 Ave., NW

Address Line 2: Attn.: TMSU

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:

Margaret A. Delacruz

Signature:

/Margaret A. Delacruz/

Date:

02/13/2006

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK 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 "Trademark 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 Trademark 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 Trademarks (as defined in the Security Agreement, but limited for purposes herein to United States Trademarks) owned by any Grantor, including, without limitation, each Trademark referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademarks subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) (provided that no security interest shall be granted in the United States intent-to-use trademark applications until an amendment to allege use or a statement of use is filed with and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subjected to the lien granted herein), and all the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(ii) all Trademark Licenses (as defined in the Security Agreement, but limited for purposes herein to United States Trademark Licenses), including, without limitation, each Trademark License referred to in Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademark Licenses subsequently created or acquired by execution of a Supplement in substantially the form of Exhibit A attached hereto) and all the goodwill of the business connected with the use of, and symbolized by, the Trademark Licenses; 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 Trademark owned by any Grantor, including, without limitation, any Trademark referred to in Schedule I hereto, and of any Trademark licensed under any Trademark License, or for injury to goodwill associated with any Trademark owned by any Grantor or Trademark licensed under any Trademark 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 Trademarks and the Trademark 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 Trademark 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 TRADEMARK 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 Trademark Security Agreement are intended to be complementary; however, any inconsistency, ambiguity or conflict between this Trademark 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) Trademark Security Agreement.

This Trademark 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 Trademark 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.

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IN WITNESS WHEREOF, each of the Grantors has caused this Trademark 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 Trademark Security Agreement

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark 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:

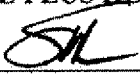
UAL LOYALTY SERVICES, LLC

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 Trademark Security Agreement

MILEAGE PLUS MARKETING, INC.

By: 
Name: STEVEN M. CASHMAN
Title: 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:

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 Trademark 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 Trademark Security Agreement

Trademarks

Trademarks Owned by United Air Lines, Inc.

Country	Mark Name	Application No. Filing Date	Registration No. Registration Date
United States	PREMIER		1,782,959 7/20/1993
United States	PREMIER EXECUTIVE		1,782,960 7/20/1993
United States	UNITED CENTER		1,900,144 6/13/1995
United States	UNITED CENTER AND DESIGN		1,900,143 6/13/1995
United States	UNITED AIRLINES U LOGO AND DESIGN		1,808,020 11/30/1993
United States	U WORLDWIDE SERVICE (STYLIZED)		1,827,753 3/22/1994
United States	UNITED VACATIONS		1,517,513 12/20/1988
United States	UNITED AIR LINES AND LOGO		1,598,941 5/29/1990
United States	UNITED VACATIONS		1,578,151 1/16/1990
United States	SWIFTIX (STYLIZED)		1,497,109 7/19/1988
United States	UNITED AIR LINES SWIFTIX (STYLIZED)		1,496,211 7/12/1988
United States	THE RED CARPET CLUB (STYLIZED) (TM & SM)		1,522,649 1/31/1989
United States	RED CARPET CLUB (TM & SM)		1,133,123 4/15/1980
United States	PASS PLUS		1,663,659 11/5/1991
United States	UNITED PASS PLUS		1,664,430 11/12/1991
United States	MEETING PLUS (STYLIZED)		1,506,256 9/27/1988
United States	MISCELLANEOUS DESIGN		1,519,227 1/3/1989
United States	THE EARLY SEATING		1,935,816 11/14/1995

Country	Mark Name	Application No. Filing Date	Registration No. Registration Date
United States	U LOGO UNITED AIRLINES (STYLIZED)		1,857,943 10/11/1994
United States	UNITED ENTERTAINMENT NETWORK		1,795,333 9/28/1993
United States	CRAWFORD & WILLIAMS AND DESIGN		1,799,016 10/19/1993
United States	DESIGN MISCELLANEOUS		1,044,442 7/20/1976
United States	HEMISPHERES		1,795,865 9/28/1993
United States	FRIENDLY SKIES (in katakana)		1,521,815 1/24/1989
United States	MILEAGE PLUS		1,322,575 2/26/1985
United States	UNITED CENTER		1,912,103 8/15/1995
United States	ARRIVALS		1,967,024 4/9/1996
United States	UNITED CENTER AND DESIGN		1,906,225 7/18/1995
United States	UNITED VACATIONS WORLDCARE		1,977,803 6/4/1996
United States	E TICKET AND DESIGN		2,384,409 9/12/2000
United States	ARRIVALS BY UNITED		1,998,346 9/3/1996
United States	U LOGO UNITED		2,017,727 11/19/1996
United States	UNITED EXPRESS		1,467,646 12/1/1987
United States	THE FRIENDLY SKIES		1,079,072 12/6/1977
United States	SUNBIRD		843,032 1/23/1968
United States	UNITED AIR LINES AND DESIGN		627,996 5/29/1956
United States	UNITED		676,462 3/31/1959
United States	PERKS PLUS		2,121,465 12/16/1997

Country	Mark Name	Application No. Filing Date	Registration No. Registration Date
United States	E-FARES		2,186,409 9/1/1998
United States	MILEAGE PLUS RESIDENTIAL REWARDS		2,269,403 8/10/1999
United States	1K		2,117,924 12/2/1997
United States	UNITED GROUND LINK		2,252,433 6/15/1999
United States	SKYPATH		2,654,614 11/26/2002
United States	UNITED COLLEGE PLUS		2,275,603 9/7/1999
United States	UNITED BUSINESS		2,306,539 1/4/2000
United States	UNITED FIRST		2,300,706 12/14/1999
United States	UNITED ECONOMY		2,306,550 1/4/2000
United States	SWOOSH U DESIGN		2,301,727 12/21/1999
United States	UNITED AND SWOOSH U DESIGN		2,301,726 12/21/1999
United States	UNITED VACATIONS AND SWOOSH U DESIGN		2,292,439 11/16/1999
United States	UNITED & U STYLIZED		2,488,090 9/11/2001
United States	ODOMETER MILES		2,409,193 11/28/2000
United States	UNITED SHUTTLE		2,296,054 11/30/1999
United States	UNITED FIRST SUITE		2,407,047 11/21/2000
United States	VOLUNTEERMILES		2,387,142 9/19/2000
United States	TD.GUARANTEED		2,728,255 6/17/2003
United States	AVIATION MANAGEMENT EXCHANGE		2,541,126 2/19/2002
United States	PERSONAL MILES		2,381,989 8/29/2000

Country	Mark Name	Application No. Filing Date	Registration No. Registration Date
United States	ECONOMY PLUS		2,413,230 12/12/2000
United States	UNITED UPDATE		2,640,127 10/22/2002
United States	CHARIOT		2,589,053 7/2/2002
United States	GIVE MILES		2,572,261 5/21/2002
United States	SOARING THROUGH HISTORY (TM & SM)		2,550,675 3/19/2002
United States	UNITED CARGO AND DESIGN		2,461,106 6/19/2001
United States	PREMIER PARTNER		2,623,171 9/24/2002
United States	LIFE IS A JOURNEY. TRAVEL IT WELL.		2,525,995 1/1/2002
United States	PILOT FOR A DAY		2,451,014 5/15/2001
United States	E-TICKET-II INTERLINE		2,726,065 6/10/2003
United States	UNITED.COM		2,473,713 7/31/2001
United States	UNITED SAMEDAY		2,524,860 1/1/2002
United States	UNITED EASYACCESS		2,582,170 6/18/2002
United States	UNITED EASYINFO (TM & SM)		2,582,169 6/18/2002
United States	UNITED EASYCHECK-IN		2,749,415 8/12/2003
United States	JUNIOR WINGS		2,750,977 8/12/2003
United States	VEHICLE MILES		2,599,798 7/23/2002
United States	CHICAGO'S HOMETOWN AIRLINE		2,804,686 1/13/2004
United States	GROUPPLUS		2,657,167 12/3/2002
United States	EASYREBOOK		2,659,338 12/10/2002

Country	Mark Name	Application No. Filing Date	Registration No. Registration Date
United States	UNITED CARGO		2,651,633 11/19/2002
United States	UNITEDCARGO.COM		2,639,093 10/22/2002
United States	UNITEDESCAPES		2,731,486 7/1/2003
United States	UNITED SAMEDAYPLUS		2,654,391 11/26/2002
United States	UNITED GLOBAL SERVICES		2,942,895 4/19/2005
United States	UNITED EASYCHECK-IN ONLINE		2,891,245 10/5/2004
United States	UNITED PET CLASS		2,958,120 5/31/2005
United States	EASYSCHEDULE		2,900,821 11/2/2004
United States	IT'S TIME TO FLY		2,919,116 1/18/2005
United States	TEDSELECT		2,979,796 7/26/2005
United States	UNITED PROS		2,990,578 8/30/2005
United States	UNITED CRUISES		2,990,582 8/30/2005
United States	SILVER WINGS PLUS		3,034,713 12/27/2005
United States	PLUS = MORE		3,035,734 12/27/2005
United States	UNITED AIRLINES		1,750,451 2/2/1993
United States	ORIENT AND DESIGN		1,547,691 7/11/1989
United States	HAWAII AND DESIGN		1,553,277 8/22/1989
United States	AMERICA AND DESIGN		1,566,406 11/14/1989
United States	CLIPPER (STYLIZED)		510,452 5/31/1949
United States	THE AIRLINE NETWORK FOR EARTH		2,244,329 5/11/1999

Country	Mark Name	Application No. Filing Date	Registration No. Registration Date
United States	STAR ALLIANCE		2,678,368 1/21/2003
United States	STAR ALLIANCE & DESIGN		2,565,463 4/30/2002
United States	STAR ALLIANCE & DESIGN		2,678,370 1/21/2003
United States	STAR ALLIANCE		2,678,365 1/21/2003
United States	STAR ALLIANCE AND DESIGN (TM & SM)		2,565,459 4/30/2002
United States	UNITED RED CARPET CLUB AND DESIGN	78/449,000 7/12/2004	
United States	UNITED RED CARPET CLUB	78/448,911 7/11/2004	
United States	EASYUPDATE	78/567,662 2/15/2005	
United States	UNITED EASYUPDATE	78/567,631 2/15/2005	
United States	EASYCHECK-IN ONLINE	78/568,324 2/16/2005	
United States	EASYCHECK-IN	78/567,941 2/15/2005	
United States	EASYACCESS	78/567,947 2/15/2005	
United States	SILVER WINGS PLUS	78/598,473 3/30/2005	
United States	BUSINESS1	78/659,584 6/28/2005	
United States	BUSINESS1	78/659,628 6/28/2005	

Trademarks Owned by UAL Loyalty Services, LLC

Country	Mark Name	Application No. Filing Date	Registration No. Registration Date
United States	AMENITI		2,988,055 8/23/2005
United States	AMENITI LUXURY TRAVEL CLUB		2,995,801 9/13/2005
United States	MILEAGE PLUS MALL		2,945,974 5/3/2005
United States	WWW.UAL.COM		2,389,537 9/26/2000
United States	WWW.UALCARGO.COM		2,733,959 7/8/2003
United States	CRUISE4MILES	78/234,815 4/7/2003	
United States	MILEAGE PLUS TRANSFER MILES	78/319,166 10/27/2003	

Trademark Licenses

Licensor	Licensee	Date
Star Alliance Members	United Air Lines, Inc.	11/22/2002
UAL Loyalty Services, Inc.*	United Air Lines, Inc.	11/22/2002
WB Music Corporation	United Air Lines, Inc.	5/5/1987
United Air Lines, Inc.	UAL Loyalty Services, Inc.*	11/22/2002
United Air Lines, Inc.	Herpa Miniaturmodelle GmbH	5/1/1993
United Air Lines, Inc.	Realtoy International, Ltd	1/1/1993
United Air Lines, Inc.	Seattle Model Aircraft Corporation	1/1/2004
United Air Lines, Inc.	PacMin, Inc.	1/1/2004
United Air Lines, Inc.	Schabak Modellspielwaren, Wolfgang Stolpe & Company	5/1/1996
United Air Lines, Inc.	New-Ray Toys Development, Ltd.	4/1/2005
United Air Lines, Inc.	Daron Worldwide Trading, Inc.	4/1/1999
United Air Lines, Inc.	Showcase Airplanes Co.	8/1/1999
United Air Lines, Inc.	Thomas J. Kalina	2/1/2005
United Air Lines, Inc.	Andrew Hankinson	1/1/2004

United Air Lines, Inc.	Mainliner Club, Inc.	10/21/1968
United Air Lines, Inc.	CPG Products Corp./Fundamensions Division	11/30/1981
United Air Lines, Inc.	Ansett Australia	10/7/1996
United Air Lines, Inc.	Mileage Plus, Inc.	1/1/1996
United Air Lines, Inc.	Ansett New Zealand	12/23/1997
United Air Lines, Inc.	United Holidays Pvt., Ltd.	8/1/1995

*now known as UAL Loyalty Services, LLC

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT NO. ___ TO THE
TRADEMARK SECURITY
AGREEMENT DATED AS OF _____

WHEREAS, pursuant to that certain Trademark 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 "Trademark Security Agreement"; capitalized terms used herein without definition have the meanings given to them in the Trademark 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 Trademarks and Trademark Licenses, all as more fully set forth in the Security Agreement and Trademark Security Agreement;

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

WHEREAS, Schedule I to the Trademark Security Agreement does not reflect Trademarks **[and/or Trademark Licenses]** acquired or created by the Grantors since the date of execution of the Trademark 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 Trademark **[and/or Trademark License]** being added to Schedule I (provided that no security interest shall be granted in the United States intent-to-use trademark applications until an amendment to allege use or a statement of use is filed with and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subjected to the lien granted herein) to the Trademark Security Agreement pursuant to paragraph B below.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule I thereof so as to reflect all of the Trademarks [**and/or Trademark 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 Trademark Security Agreement and the Credit Agreement.

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

Part A

TRADEMARKS

[Entity]

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
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Part B

TRADEMARK APPLICATIONS

[Entity]

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
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Part C

TRADEMARK LICENSES

[Entity]

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

This Supplement shall be construed as supplemental to the Trademark Security Agreement and shall form a part thereof, and the Trademark 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 Trademarks **[and/or Trademark 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 Trademark 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 Trademark 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: