

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
SkyMall, Inc.		03/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1832976	SKY MALL FACTORY OUTLET	
Registration Number:	1802273	SKYADPLUS	
Registration Number:	1808050	THE WORLD TRAVELER'S SHOPPING MALL	
Registration Number:	1806478	THE WORLD'S IN-FLIGHT SHOPPING MALL	
Registration Number:	2219110	VIRTUAL DELIVERY	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1621358		

CH \$140.00 1832976

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/02/2007
Total Attachments: 6 source=2213594#page1.tif source=2213594#page2.tif source=2213594#page3.tif source=2213594#page4.tif source=2213594#page5.tif source=2213594#page6.tif	

TRADEMARK COLLATERAL AGREEMENT

This 30th day of March, 2007, SKYMALL, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 1520 East Pima Street, Phoenix, Arizona 85034, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago Branch ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, as successor to Harris N.A., acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of December 1, 2005 among Debtor, the other debtors party thereto and Agent, as successor to Harris N.A., as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Secured Creditors, on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, INC.

By: *Sam Chubb*
Name: *Sam Chubb*
Title: *Vice President*

BANK OF MONTREAL, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Collateral Agreement]


TRADEMARK
REEL: 003512 FRAME: 0232

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SKYMALL, INC.

By: _____
Name: _____
Title: _____

BANK OF MONTREAL, as Agent

By:  _____
Name: Patrick J. McDonnell
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARKS	FILED	SERIAL #	REG. DATE	REG. #
SKY MALL FACTORY OUTLET and Design	7-13-1992	74/293.885	4/26/1994	1.832.976
SKYADPLUS	11-27-1992	74/334,801	11-2-1993	1.802,273
THE WORLD TRAVELER'S SHOPPING MALL	7-13-1992	74/293.888	11/30/1993	1.808.050
THE WORLD'S IN-FLIGHT SHOPPING MALL	7-13-1992	74/293.879	11/23/1993	1.806,478
VIRTUAL DELIVERY	5-17-1994	74/525.603	1-19-1999	2,219,110

PENDING FEDERAL TRADEMARK APPLICATIONS

None

FOREIGN REGISTERED TRADEMARKS

COUNTRY	TRADEMARKS	FILED	SERIAL #	REG. DATE	REG. #
Australia	SKYMALL	4-22-1999	791956	4-22-1999	791956
Bermuda	SKYMALL	5-4-1999	30662	5-4-1999	30662
Brazil	SKYMALL	10-6-1999	822084104	5-18-2004	822084104
Canada	SKYMALL	5-19-1999	101604400	11-3-2000	TMA536589
Costa Rica	SKYMALL		3171-99	6-21-2000	120675
European Community	SKYMALL	4-15-1999	1139617	4-15-1999	1139617
Guatemala	SKYMALL			10-24-1999	99533

COUNTRY	TRADEMARKS	FILED	SERIAL #	REG. DATE	REG. #
Hong Kong	SKYMALL	6-22-2000	13753/2000	6-22-2000	8505/2002
Hong Kong	SKYMALL	5-23-1998	6725/1998	1-24-2000	1527/2000
Japan	SKYMALL	11-5-1998	10-94572	1-14-2000	4352071
Japan	SKYMALL			12-24-1993	2610676
Korea, Republic of	SKYMALL	11-4-1998	98-9033	12-13-2001	72413
Mexico	SKYMALL	5-24-1999	376473	5-24-1999	696646
Mexico	SKYMALL	1-12-2001	465841	1-12-2001	694994
Peru	SKYMALL	4-29-1999	83489	11-30-1999	19624
Singapore	SKYMALL	9-18-1998	T98/094561	9-18-1998	T98/094561
Switzerland	SKYMALL	4-23-1999	3602	4-23-1999	467639
Taiwan	SKYMALL	10-9-1998	(87) 49359	11-16-1999	S117767
United Kingdom	AIRMALL	4-16-1994		5-26-1995	1569110
United Kingdom	SKYMALL	7-22-1992		5-13-1994	1507541
United Kingdom	SKYMALL	2-22-1992		7-22-1994	1492187
United Kingdom	SKYMALL	2-22-1992		7-22-1994	1492186