BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

In the matter of the joint application of
TACA INTERNATIONAL AIRLINES, S.A.
LINEAS AEREAS COSTARRICENSES S.A.
AVIATECA S.A.
NICARAGUENSE DE AVIACION, S.A.
TACA DE HONDURAS S.A. DE C.V.
TRANS AMERICAN AIRLINES, S.A.

for registration of trade name under 14 C.F.R. 215

Docket OST-2004-

JOINT APPLICATION FOR REGISTRATION OF TRADE NAME

Communications with respect to this document should be addressed to:

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DATED: March 17, 2004
BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

In the matter of the joint application of

TACA INTERNATIONAL AIRLINES, S.A.
LINEAS AEREAS COSTARRICENSES S.A.
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JOINT APPLICATION FOR REGISTRATION OF TRADE NAME

TACA International Airlines, S.A. ("TACA"), Lineas Aereas Costarricenses S.A. ("LACSA"), AVIATECA S.A. ("Aviateca"), Nicaraguense de Aviacion, S.A. ("NICA"), TACA de Honduras S.A. de C.V. ("TACA Honduras") and Trans American Airlines, S.A. (d/b/a "TACA Peru") (collectively, the "TACA Carriers") hereby request that the Department of Transportation ("Department") register under 14 C.F.R. 215 the TACA Carriers' use of a single trade name and designator code for all services operated by them to the United States. The TACA Carriers plan to use the trade name "TACA" and the "TA" designator code in marketing and selling all of their services to and from the United States effective April 1, 2004.
Joint Application of TACA International Airlines, S.A.,
Lineas Aereas Costarricenses S.A.,
AVIATECA S.A., Nicaraguense de Aviacion, S.A.,
TACA de Honduras S.A. de C.V. and Trans American Airlines, S.A.
Docket OST-2004-_______
March 17, 2004

Introduction

The TACA Carriers are requesting registration and approval of a single trade name and common code as part of their effort to market and sell their services more efficiently to consumers and to build awareness of, and consumer familiarity with, a single brand name rather than the six brand names of the TACA Carriers. Use of a single trade name and common code will permit the TACA Carriers to compete more effectively with much larger carriers, many of which are members of worldwide alliances through which they derive benefits similar to those the TACA Carriers expect to realize through their use of a single trade name and common code. The TACA Carriers anticipate also that the use of a single trade name and common code in their schedules and marketing and advertising materials will generate considerable cost savings. The TACA Carriers believe that what they are seeking is fully consistent with the letter and spirit of the open skies agreements that the homelands of the TACA Carriers have entered with the United States, and will enable them to obtain a more equitable share of the reciprocal benefits that had been the expected results of such agreements.
Joint Application of TACA International Airlines, S.A.,
Lineas Aereas Costarricens S.A.,
AVIATECA S.A., Nicaraguense de Aviacion, S.A.,
TACA de Honduras S.A. de C.V. and Trans American Airlines, S.A.
Docket OST-2004-_______
March 17, 2004

1. Under this proposal, all TACA Carriers will identify their flights to and from the United States under the common "TA" designator code. Other two-letter designator codes now utilized by the TACA Carriers in services to the United States will no longer be used. In addition to use of the "TA" code, flights will be further identified as operated by individual TACA Carriers through the use of dedicated flight numbers. Each TACA Carrier will be assigned a series of dedicated flight numbers that will be available for use only by that TACA Carrier. Accordingly, each TACA Carrier will identify its flights with the "TA" code and its own dedicated flight numbers. Passengers, shippers, travel agents and government regulatory authorities will be able to identify immediately flights with the "TA" code as one operated by a TACA Carrier, and the distinctive flight number will identify the actual operator of the flight.

2. The TACA Carriers will disclose fully their use of the common code. Advertisements will include a legend notifying consumers that flights are operated by a TACA Carrier affiliate, and will identify each TACA Carrier's full legal name as well as
Joint Application of TACA International Airlines, S.A.,
Lineas Aereas Costarricenses S.A.,
AVIATECA S.A., Nicaraguense de Aviacion, S.A.,
TACA de Honduras S.A. de C.V. and Trans American Airlines, S.A.
Docket OST-2004—
March 17, 2004

its common name in cases where the common name may not be apparent.\textsuperscript{1} See, Exhibit A.

TACA Carrier flights appearing in the \textit{Official Airline Guide}, all editions, will be shown with the "TA" designator code and a flight number from each TACA Carrier’s dedicated series of flight numbers. An easily identifiable mark, such as an asterisk, diamond, arrow or plus sign, will appear immediately adjacent to the flight number, notifying consumers that they should consult the \textit{OAG} further for the identity of the operating carrier. See, Exhibit B. Use of the mark with the designator code and flight number is consistent with current \textit{OAG} practice in the case of codeshare flights and complies with the Department’s regulations in Part 257. Disclosure of the operating carrier’s identity will be made in the back of the \textit{OAG} in the section devoted to disclosure of codeshare services, and will be presented in a manner consistent with codeshare disclosures.\textsuperscript{2}

\textsuperscript{1} The TACA Carriers anticipate that the legend will appear generally as follows: “All flights operated by one of the following TACA affiliated airlines: TACA International Airlines, S.A., Lineas Aereas Costarricenses S.A. (LACSA), AVIATECA S.A., Nicaraguense de Aviacion, S.A. (NICA), TACA de Honduras S.A. de C.V. and Trans American Airlines, S.A. (TACA Peru). Consult TACA sales offices or travel agencies for specific operating carrier information.”

\textsuperscript{2} The TACA Carriers hoped to be able to disclose the identity of the operating carrier immediately under the flight entry in editions of the \textit{OAG} other than the Worldwide Edition, such as the Latin America Edition. According to the publisher, however, the \textit{OAG} is not currently able to include this disclosure on the flight
The TACA Carriers will also disclose the operating carrier’s identity in global distribution system ("GDS") displays. See, Exhibit D. In addition to using the “TA” designator code coupled with a flight number from a dedicated series, appearing in the “segment sell” display immediately beneath each TACA Carrier flight will be a statement identifying the operating carrier and the marketing carrier. As a result, agents using the GDS will not be required to refer to other displays or screens or consult a directory to determine the operating and marketing carriers’ identities when selling a flight segment to a consumer.

Each passenger’s itinerary will also disclose prominently the operating carrier’s identity. See, Exhibit E. Each TACA Carrier will provide its passengers with an itinerary showing the flight’s origin and destination cities, the times of departure and arrival and
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TACA de Honduras S.A. de C.V. and Trans American Airlines, S.A.
Docket OST-2004-_______
March 17, 2004

the flight number. Immediately under this information, the itinerary will clearly identify
the operating and marketing carrier.⁴

Disclosure of the operating carrier will also be made by each TACA Carrier on the
passenger’s ticket. See, Exhibit F. The ticket will show the flight number, which will be
taken from each TACA Carrier’s dedicated flight number series, with the “TA” code.
The ticket will additionally show the operating carrier’s identity in a manner similar to the
itinerary. As a result, the identities of the operating and marketing carriers will be
provided to passengers on or with the ticket.

Finally, the TACA Carriers’ reservations and customer services offices will be
provided with disclosure notices that will be read to consumers before they make their
reservation. See, Exhibit G. The disclosure will notify the consumer of the identities of
the operating and marketing carriers for the “TA” coded flight the consumer is
considering booking.

3. The TACA Carriers’ use of a single trade name and common code will not
implicate seventh freedom traffic rights. Under the TACA Carriers’ proposal, each

⁴ The TACA Carrier’s anticipate that the disclosure would state “Operated By” followed by the names of
the operating carrier as well as the marketing carrier. In the case of multiple segments or roundtrip flights,
the identity of the operating and marketing carriers would be clearly disclosed for each segment.
carrier will continue to operate in accordance with the terms of its individual economic authority issued by the Department. At no time will one TACA Carrier operate or sell seats or cargo space on a flight operating solely between the United States and the homeland of another TACA Carrier, unless such service has been expressly approved by the Department. Currently, none of the authorities held by TACA Carriers permit the operation of seventh freedom passenger services; only several authorities permit the operation of seventh freedom cargo services.

Nor will registration and approval of the single trade name and common code implicate the Department’s prohibition against cabotage. The TACA Carriers will not transship cargo or transfer passengers at any U.S. point to or from flights operated by other TACA Carriers for transportation to or from a second U.S. point. A single TACA Carrier may, however, transfer passengers and cargo at a U.S. point from one of its flights to another of its flights for transportation to or from a second U.S. point, as is permitted currently by the Department.

4. All existing operating restrictions imposed on the TACA Carriers by the Federal Aviation Administration’s IASA program will be observed. All TACA Carrier flights will continue to be operated by individual carriers under the safety oversight
Joint Application of TACA International Airlines, S.A.,
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Docket OST-2004-——
March 17, 2004

responsibility of their respective homelands’ aviation regulators and pursuant to air
operator certificates and crew licenses issued by such homelands. Each carrier will
continue to perform services within the constraints of its own operating authority issued
by the Department and the FAA, employ its own crews, operate its own aircraft and serve
only those routes approved by the Department.

5. The TACA Carriers will observe and comply with the Department’s
policies and regulations requiring that the marketing carrier assume responsibility to the
passenger under the marketing carrier’s contract of carriage. The TACA Carriers
acknowledge and agree that the contract of carriage is between the passenger and the
marketing carrier. In the case of a ticket issued with the “TA” common code, the contract
of carriage will be between the passenger and the TACA Carrier whose dedicated flight
number is paired with the “TA” code which, in all cases, will be the marketing carrier.

6. This proposal has been reviewed with representatives of the International
Air Transport Association (“IATA”). IATA has concluded that the use of the common
code by the TACA Carriers would not be violative of, or inconsistent with, any existing
IATA Resolutions, procedures or requirements. Attached hereto as Exhibit H is a letter
from IATA confirming that the TACA Carriers’ proposal is not contrary to, and does not conflict with, IATA’s requirements.\(^5\)

**Conclusion**

The TACA Carriers believe their single trade name and common code proposal provides consumers with a level of disclosure equivalent to or better than that required today for codeshare services. Disclosures will be featured prominently and will be provided to consumers at several points in the purchase path. At the same time, use of the single trade name and common code will permit the TACA Carriers to market their services more effectively and realize substantial cost savings, thus improving the TACA Carriers’ ability to compete.

**WHEREFORE**, TACA International Airlines, S.A., Lineas Aereas Costarricenses S.A., AVIATECA S.A., Nicaraguense de Aviacion, S.A., TACA de Honduras S.A. de C.V. and Trans American Airlines, S.A. respectfully request that the Department approve their request for registration under 14 C.F.R. 215, as more fully explained herein, or grant such other relief as the Department deems necessary and appropriate.

\(^5\) Also attached as Exhibit I are copies of the IATA Intercarrier Agreement on Passenger Liability (“IIA”)
Joint Application of TACA International Airlines, S.A.,
Lineas Aereas Costarricenses S.A.,
AVIATECA S.A., Nicaraguense de Aviacion, S.A.,
TACA de Honduras S.A. de C.V. and Trans American Airlines, S.A.
Docket OST-2004-
March 17, 2004

Respectfully submitted,

Charles F. Donley II
Elizabeth C. Collins
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Washington, D.C. 20004
(202) 626-6600
rpapkin@ssd.com
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Counsel to TACA International Airlines, S.A.,
Lineas Aereas Costarricenses S.A., AVIATECA
S.A., Nicaraguense de Aviacion, S.A., TACA de
Honduras S.A. de C.V. and Trans American
Airlines, S.A.

DATED: March 17, 2004

executed by LACSA, NICA, AVIATECA, TACA Honduras, TACA Peru and TACA International Airlines.
Exhibit A
<table>
<thead>
<tr>
<th>Route</th>
<th>Flight Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Jose-New York</td>
<td>Nonstop</td>
</tr>
<tr>
<td>Managua-Miami</td>
<td>Nonstop</td>
</tr>
<tr>
<td>El Salvador-Los Angeles</td>
<td>Nonstop</td>
</tr>
<tr>
<td>Guatemala-Chicago</td>
<td>Nonstop</td>
</tr>
<tr>
<td>Roatan-Miami</td>
<td>Nonstop</td>
</tr>
<tr>
<td>Belize-Houston</td>
<td>Nonstop</td>
</tr>
<tr>
<td>El Salvador-Boston</td>
<td>Nonstop</td>
</tr>
<tr>
<td>San Jose-Mexico</td>
<td>Nonstop</td>
</tr>
</tbody>
</table>

Should we go on?

TACA
TACA.COM

TA flights operated by one of the following TACA affiliated airlines: TACA International Airlines S.A., Líneas Aéreas Costarricenses, S.A. (LACSA), Aviateca, S.A., Nicaragüense de Aviación, S.A. de C.V., TACA de Honduras, S.A. de C.V., or TACA Perú. Consult TACA sales offices or travel agencies for operating carrier information.
Exhibit B
All flights would be shown with the "TA" designator. TA flights would appear in the OAG with a mark such as asterisk (*), plus sign (+), diamond (♦) or arrow (▲) advising the consumer to look further for operator identification information. In these examples, flights are numbered 100 through 1299. For illustrative purposes, all carriers are assumed to hold underlying DOT authority to conduct the operations described.

Several illustrative examples are set forth below.

1. A flight operated by TACA International from San Salvador to Miami would appear as:

   MTWTFSS From Jun1  0900  1330 MIA *TA100  320  CY

2. A flight operated by LACSA from San Jose to Miami would appear as:

   MTWTFSS From Jun1  0900  1330 MIA *TA200  320  CY

3. If AVIATECA were to codeshare on this flight, an additional entry would appear in the OAG as:

   MTWTFSS From Jun1  0900  1330 MIA *TA900  320  CY

4. Alternatively, a LACSA flight operated from San Jose to Miami by TACA International under a wet lease arrangement with LACSA would appear as:

   MTWTFSS From Jun1  0900  1330 MIA *TA1200  320  CY

5. If NICA were to codeshare on this flight, an additional entry would appear in the OAG as:

   MTWTFSS From Jun1  0900  1330 MIA *TA1000  320  CY

6. A LACSA flight from San Jose to Miami with a connection in San Salvador would appear as:

   MTWTFSS From Jun1  0900  1030 SAL *TA200  320  CY
   1130 SAL 1600 MIA *TA201  320  CY

7. If these LACSA flights were operated with LACSA aircraft from San Jose to San Salvador and from San Salvador to Miami with wet leased TACA International aircraft or on a codeshare basis with TACA International aircraft, they would appear as:

   MTWTFSS From Jun1  0900  1030 SAL *TA200  320  CY
   1130 SAL 1600 MIA *TA1200  320  CY
If TACA were to also market the SAL-MIA flight, an additional entry would appear in the OAG as:

MTWTSS  From Jun1   1130      1600  MIA *TA100  320  CY

Disclosure of operator identity would be made in the back of the OAG (in the blue pages) under codesharing disclosures as follows:

<table>
<thead>
<tr>
<th>Flight Numbers</th>
<th>Operated By</th>
</tr>
</thead>
<tbody>
<tr>
<td>TA 100-199</td>
<td>TACA International</td>
</tr>
<tr>
<td>200-299</td>
<td>LACSA</td>
</tr>
<tr>
<td>300-399</td>
<td>TACA Peru</td>
</tr>
<tr>
<td>400-499</td>
<td>AVIATECA</td>
</tr>
<tr>
<td>500-599</td>
<td>TACA Ecuador</td>
</tr>
<tr>
<td>600-699</td>
<td>NICA</td>
</tr>
<tr>
<td>700-799</td>
<td>TACA de Honduras</td>
</tr>
<tr>
<td>800-899</td>
<td>TACA International for TACA Ecuador</td>
</tr>
<tr>
<td>900-999</td>
<td>LACSA for AVIATECA</td>
</tr>
<tr>
<td>1000-1099</td>
<td>TACA International for NICA</td>
</tr>
<tr>
<td>1200-1299</td>
<td>TACA International for LACSA</td>
</tr>
</tbody>
</table>
Exhibit C

GRUPO TACA
Mr. Ricardo Díaz
Product Manager, Airline Systems
Edificio Caribe, Segundo Nivel
San Salvador, El Salvador

dear Mr. Díaz:

Following a request by Flavia Marples of OAG, on behalf of your organization, to change the way TACA flights are listed in our flight guides, we investigated what would be required to accommodate the request. Unfortunately, when the request was first made, I did not fully understand what would be required to change all Grupo Taca's flights to TA with a simple notation to identify the actual carrier. It sounded like it would be a relatively simple change, but after discussions with our data and IT staff, I was made aware that the change would actually be quite complicated and cost prohibitive. As such, we will not be able to make the reformatting changes at this time.

Flavia and Carolina of our OAG Latin America office did their best to accommodate your request, and I know they are disappointed in not being able to deliver the changes to you. I have to apologize personally for the delay in getting an answer to you— I'm afraid that it took me much too long to get this figured out than it should have.

Please feel free to contact me at 830-615-3243 if you would like further explanation regarding our decision. I will keep the request on record and if things change in the future we can revisit the issue.

Sincerely,

Kathy M. Marr
Sr. Publisher

Cc: Flavia Marples
    Carolina Maitro
Exhibit D
Host Availability display

- AVAILABILITY

121JULGUALAX«
21JUL MON GUA/CST LAX/PDT-1
1TA 524 C7 D7 Y7 M7 Q7 K7 GUALAX 2025 0045+1 320 D/S 0 /E
   H7 V7 G7 B7 W7 Z4 L0 T0 E0
OPERATED BY LACSA

2TA 211 C7 D5 Y7 M7 Q7 K6 GUASAL 1730 1825 320 0 /E
   H3 V0 G0 B0 W0 Z0 L0 T0 E0

3TA 520 C7 D5 Y7 M7 Q7 K6 LAX 1845 2305 320 D/S 0 /E
   H3 V0 G0 B0 W0 Z0 L0 T0 E0

4TA 211 C7 D7 Y7 M7 Q7 K7 GUASAL 1730 1825 320 0 /E
   H7 V7 G7 B4 W1 Z0 L0 T0 E0

5TA 526 C7 D7 Y7 M7 Q7 K7 LAX 1930 2355 320 D/S 0 XF /E
   H7 V7 G7 B4 W1 Z0 L0 T0 E0

- SEGMENT SELL

01Y1«
1 TA 524Y 21JUL M GUALAX SS1 2025 0045 22JUL T/E
OPERATED BY LACSA

ARR-TOM BRADLEY INTL TERM
<table>
<thead>
<tr>
<th>Segment</th>
<th>Availability</th>
<th>Operated by LACSA</th>
<th>Classes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>524 Y7 M7 Q7 GUALAX 825P 1245A+1 320 D/S 0 DCA/E</td>
<td>21 JUL M GUALAX SS1 825P 1245A 22 JUL T /DCTA/E</td>
<td>NAME CHG NOT ALLOWED FOR TA-Y FARECLASS</td>
</tr>
<tr>
<td>2</td>
<td>524 C7 Y7 M7 Q7 GUALAX 825P 1245A+1 320 D/S 0 DCA/E</td>
<td>21 JUL M GUALAX SS1 825P 1245A 22 JUL T /DCTA/E</td>
<td>NAME CHG NOT ALLOWED FOR TA-Y FARECLASS</td>
</tr>
<tr>
<td>3</td>
<td>888 C9 D9 Y9 B9* GUALAX 1145A 326P 757 L 0 DCA/E</td>
<td>21 JUL M GUALAX SS1 825P 1245A 22 JUL T /DCTA/E</td>
<td>NAME CHG NOT ALLOWED FOR TA-Y FARECLASS</td>
</tr>
</tbody>
</table>

* - For Additional Classes Enter 1*C
Exhibit E
ITINERARY PRINT DOCUMENT

TACA

ITINERARY

GUA    RESERVATION NUMBER    DATE: 20 FEB 2004
    CXRKIJ    PAGE: 01

FOR: TEST/PNR

03 MAR 2004 - WEDNESDAY
AIR    TACA    FLT:573 COACH/ECONOMY
    GUA SJO - OPERATED BY TACA FOR AVIATECA
    LV GUATEMALA CITY 1220  EQP: AIRBUS
    AR SAN JOSE CR SJO 1400  NON-STOP

07 MAR 2004 - SUNDAY
AIR    TACA    FLT:572 COACH/ECONOMY
    SJO GUA - OPERATED BY TACA FOR AVIATECA
    LV SAN JOSE CR SJO 1400  EQP: AIRBUS
    AR GUATEMALA CITY 1540  NON-STOP

END OF DOCUMENT
**NOT VALID FOR TRAVEL**
CONFIRMATION NUMBER  2120631569
** PASSENGER ITINERARY **

PLEASE NOTE -- YOU MAY BE REQUIRED TO PRESENT A PHOTO ID AT AIRPORT CHECKIN

TEST/PNR  CXRKIJ

03MAR - WEDNESDAY
LV GUATEMALA CITY  1220P  FLT573  COACH  TACA
AR SAN JOSE CR SJO  200P

OPERATED BY TACA FOR AVIATECA

07MAR - SUNDAY
LV SAN JOSE CR SJO  200P  FLT572  COACH  TACA
AR GUATEMALA CITY  340P

OPERATED BY TACA FOR AVIATECA

NOT VALID FOR TRANSPORTATION
Exhibit F
Exhibit G
Public Notification

- Before making a reservation, the TACA Carriers’ reservations agents will advise consumers of the identity of the operating carrier and, when appropriate, the marketing carrier:

  → Mr. Smith, please note that flight TA100 is operated by TACA International.

  → Mr. Smith, please note that flight TA200 is operated by LACSA.

  → Mr. Smith, please note that flight TA900 is operated by LACSA for AVIATECA.

  → Mr. Smith, please note that flight TA1200 is operated by TACA International for LACSA.
Exhibit H
March 5, 2004

Mr. Paul Gretch
Director, Office of International Aviation, X-40
US Department of Transportation
400 Seventh St., S.W.
Washington, D.C. 20590

Re: Grupo TACA’s use of the “TA” code

Dear Mr. Gretch:

I have heard from TACA’s attorneys that the Department has asked for a statement from IATA about the use of the two-letter airline designator code. IATA manages the system of two-letter airline designator codes in accordance with the conditions of its Passenger Services Conference Resolution 762. These two letters, or alpha-numeric, codes are assigned to airlines that meet the qualifications specified in the Resolution. These codes are not limited to IATA members and are assigned to non-IATA members that satisfy the requirements also. Applicants for two letter codes must operate scheduled service and participate in interline service agreements.

While there are significant qualifications that applicants for airline designator codes must comply with, IATA currently has no rules or resolutions that prevent an airline from sharing its assigned two-letter code with another airline. Thus, Grupo Taca is free to assign its “TA” code to other airlines in its group relationship without contravening any IATA Resolution.

John Kiser has a copy of the IATA Passenger Services Conference Manual if you wish to review Resolution 762. If you have any other questions about this subject, just let me know.

Sincerely Yours,

[Signature]

Rob Donald
General Counsel

cc: David O’Connor, IATA Washington
Exhibit I
INTERCARRIER AGREEMENT ON PASSENGER LIABILITY

WHEREAS: The Warsaw Convention system is of great benefit to international air transportation; and

NOTING THAT: The Convention’s limits of liability, which have not been amended since 1955, are now grossly inadequate in most countries and that international airlines have previously acted together to increase them to the benefit of passengers;

The undersigned carriers agree

1. To take action to waive the limitation of liability on recoverable compensatory damages in Article 22 paragraph 1 of the Warsaw Convention as to claims for death, wounding or other bodily injury of a passenger within the meaning of Article 17 of the Convention, so that recoverable compensatory damages may be determined and awarded by reference to the law of the domicile of the passenger.

2. To reserve all available defences pursuant to the provisions of the Convention; nevertheless, any carrier may waive any defence, including the waiver of any defence up to a specified monetary amount of recoverable compensatory damages, as circumstances may warrant.

3. To reserve their rights of recourse against any other person, including rights of contribution or indemnity, with respect to any sums paid by the carrier.

4. To encourage other airlines involved in the international carriage of passengers to apply the terms of this Agreement to such carriage.

5. To implement the provisions of this Agreement no later than 1 November 1996 or upon receipt of requisite government approvals, whichever is later.

6. That nothing in this Agreement shall affect the rights of the passenger or the claimant otherwise available under the Convention.

7. That this Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with the Director General of the International Air Transport Association (IATA).

8. That any carrier party hereto may withdraw from this Agreement by giving twelve (12) months’ written notice of withdrawal to the Director General of IATA and to the other carriers parties to the Agreement.

Signed this 26 day of JANUARY 2004

[Signature]

LINEAS AEREAS COSTARRICENSES, S.A. (LACSA)

* "WARSAW CONVENTION" as used herein means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.
INTERCARRIER AGREEMENT ON PASSENGER LIABILITY

WHEREAS: The Warsaw Convention system is of great benefit to international air transportation; and

NOTING THAT: The Convention's limits of liability, which have not been amended since 1955, are now grossly inadequate in most countries and that international airlines have previously acted together to increase them to the benefit of passengers;

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6. That nothing in this Agreement shall affect the rights of the passenger or the claimant otherwise available under the Convention.

7. That this Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with the Director General of the International Air Transport Association (IATA).

8. That any carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to the Director General of IATA and to the other carriers parties to the Agreement.

Signed this 02 day of February 2004

Nicaragüense de Aviación, S.A.-Sylvia R. de Levy

"WARSAW CONVENTION", as used herein means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.
INTERCARRIER AGREEMENT ON
PASSenger LIABILITY

WHEREAS: The Warsaw Convention system is of great benefit to international air
transportation; and

NOTING THAT: The Convention’s limits of liability, which have not been amended since
1955, are now grossly inadequate in most countries and that international airlines have previously
acted together to increase them to the benefit of passengers;

The undersigned carriers agree

1. To take action to waive the limitation of liability on recoverable compensatory damages
   in Article 22 paragraph 1 of the Warsaw Convention as to claims for death, wounding or other
   bodily injury of a passenger within the meaning of Article 17 of the Convention, so that
   recoverable compensatory damages may be determined and awarded by reference to the law of
   the domicile of the passenger.

2. To reserve all available defences pursuant to the provisions of the Convention;
   nevertheless, any carrier may waive any defence, including the waiver of any defence up to a
   specified monetary amount of recoverable compensatory damages, as circumstances may warrant.

3. To reserve their rights of recourse against any other person, including rights of
   contribution or indemnity, with respect to any sums paid by the carrier.

4. To encourage other airlines involved in the international carriage of passengers to apply
   the terms of this Agreement to such carriage.

5. To implement the provisions of this Agreement no later than 1 November 1996 or upon
   receipt of requisite government approvals, whichever is later.

6. That nothing in this Agreement shall affect the rights of the passenger or the claimant
   otherwise available under the Convention.

7. That this Agreement may be signed in any number of counterparts, all of which shall
   constitute one Agreement. Any carrier may become a party to this Agreement by signing a
   counterpart hereof and depositing it with the Director General of the International Air Transport
   Association (IATA).

8. That any carrier party hereto may withdraw from this Agreement by giving twelve (12)
   months’ written notice of withdrawal to the Director General of IATA and to the other carriers
   parties to the Agreement.

Signed this 26 day of January 2004

AVIATECA, S. A.

"WARSAW CONVENTION" as used herein means the Convention for the
Unification of Certain Rules Relating to International Carriage by Air signed
at Warsaw, 12th October 1929, or that Convention as amended at The Hague,
28th September 1955, whichever may be applicable.
INTERCARRIER AGREEMENT ON
PASSenger LIABILITY

WHEREAS: The Warsaw Convention system is of great benefit to international air transportation; and

NOTING THAT: The Convention's limits of liability, which have not been amended since 1955, are now grossly inadequate in most countries and that international airlines have previously acted together to increase them to the benefit of passengers;

The undersigned carriers agree

1. To take action to waive the limitation of liability on recoverable compensatory damages in Article 22 paragraph 1 of the Warsaw Convention as to claims for death, wounding or other bodily injury of a passenger within the meaning of Article 17 of the Convention, so that recoverable compensatory damages may be determined and awarded by reference to the law of the domicile of the passenger.

2. To reserve all available defences pursuant to the provisions of the Convention; nevertheless, any carrier may waive any defence, including the waiver of any defence up to a specified monetary amount of recoverable compensatory damages, as circumstances may warrant.

3. To reserve their rights of recourse against any other person, including rights of contribution or indemnity, with respect to any sums paid by the carrier.

4. To encourage other airlines involved in the international carriage of passengers to apply the terms of this Agreement to such carriage.

5. To implement the provisions of this Agreement no later than 1 November 1996 or upon receipt of requisite government approvals, whichever is later.

6. That nothing in this Agreement shall affect the rights of the passenger or the claimant otherwise available under the Convention.

7. That this Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with the Director General of the International Air Transport Association (IATA).

8. That any carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to the Director General of IATA and to the other carriers parties to the Agreement.

Signed this 28 day of January 2004

Darío H. Montes Belot, Vicepresident
Taca de Honduras, S.A. de C.V.
INTERCARRIER AGREEMENT ON
PASSENGER LIABILITY

WHEREAS: The Warsaw Convention system is of great benefit to international air
transportation; and

NOTING THAT: The Convention's limits of liability, which have not been amended since
1955, are now grossly inadequate in most countries and that international airlines have previously
acted together to increase them to the benefit of passengers;

The undersigned carriers agree

1. To take action to waive the limitation of liability on recoverable compensatory damages
   in Article 22 paragraph 1 of the Warsaw Convention* as to claims for death, wounding or other
   bodily injury of a passenger within the meaning of Article 17 of the Convention, so that
   recoverable compensatory damages may be determined and awarded by reference to the law of
   the domicile of the passenger.

2. To reserve all available defences pursuant to the provisions of the Convention; nevertheless, any carrier may waive any defence, including the waiver of any defence up to a
   specified monetary amount of recoverable compensatory damages, as circumstances may warrant.

3. To reserve their rights of recourse against any other person, including rights of
   contribution or indemnity, with respect to any sums paid by the carrier.

4. To encourage other airlines involved in the international carriage of passengers to apply
   the terms of this Agreement to such carriage.

5. To implement the provisions of this Agreement no later than 1 November 1996 or upon
   receipt of requisite government approvals, whichever is later.

6. That nothing in this Agreement shall affect the rights of the passenger or the claimant
   otherwise available under the Convention.

7. That this Agreement may be signed in any number of counterparts, all of which shall
   constitute one Agreement. Any carrier may become a party to this Agreement by signing a
   counterpart hereof and depositing it with the Director General of the International Air Transport
   Association (IATA).

8. That any carrier party hereto may withdraw from this Agreement by giving twelve (12)
   months' written notice of withdrawal to the Director General of IATA and to the other carriers
   parties to the Agreement.

Signed this 21st day of January 2004
TRANS AMERICAN AIRLINES, S.A. (dba Taca Perú)

Daniel Ratti
Chairman & CEO

* "WARSAW CONVENTION" as used herein means the Convention for the
Unification of Certain Rules Relating to International Carriage by Air signed
at Warsaw, 12th October 1929, or that Convention as amended at The Hague,
28th September 1955, whichever may be applicable.
WHEREAS: The Warsaw Convention system is of great benefit to international air transportation; and

NOTING THAT: The Convention’s limits of liability, which have not been amended since 1955, are now greatly inadequate in most countries and that international airlines have previously acted together to increase them to the benefit of passengers;

The undersigned carriers agree:

1. To take action to waive the limitation of liability on recoverable compensatory damages in Article 22 paragraph 1 of the Warsaw Convention as to claims for death, wounding or other bodily injury of a passenger within the meaning of Article 17 of the Convention, so that recoverable compensatory damages may be determined and awarded by reference to the law of the domicile of the passenger.

2. To reserve all available defences pursuant to the provisions of the Convention; nevertheless, any carrier may waive any defence, including the waiver of any defence up to a specified monetary amount of recoverable compensatory damages, in circumstances that may warrant.

3. To reserve their rights of recourse against any other person, including rights of contribution or indemnity, with respect to any sum paid by the carrier.

4. To encourage other airlines involved in the international carriage of passengers to apply the terms of this Agreement to such carriage.

5. To implement the provisions of this Agreement no later than 1 November 1996 or upon receipt of requisite government approvals, whichever is later.

6. That nothing in this Agreement shall affect the rights of the passenger or the claimant otherwise available under the Convention.

7. That this Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any carrier may become a party to this Agreement by signing a counterpart hereto and depositing it with the Director General of the International Air Transport Association (IATA).

8. That any carrier party hereto may withdraw from this Agreement by giving twelve (12) months written notice of withdrawal to the Director General of IATA and to the other carriers parties to the Agreement.

Signed this 31st day of October 1995

Hilli Z. Harris
Air Canada

Air Maritime Ltd

Egyptian

Japan Airlines Company Limited

KLM Royal Dutch Airlines

Saudi Arabian Airlines

TACA International Airlines

"WARSAW CONVENTION" as used herein means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, Whichever may be applicable.
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Application for Registration of Trade Name has this day been served on all persons identified on the attached service list via first class mail, postage prepaid, email or teletypewriter.

[Signature]
Elizabeth C. Collins

DATED: March 17, 2004
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