

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
Delta Corporate Identity, Inc.		11/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	1100 Abernathy Road, Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	2538221	CITY DASH
Registration Number:	2349135	
Registration Number:	2246236	ALTITUDES
Registration Number:	2521530	BUSINESSELITE
Registration Number:	2682464	CONTROL
Registration Number:	2291036	CROWN ROOM CLUB
Registration Number:	0945465	DASH
Registration Number:	0654915	DELTA
Registration Number:	2058985	DELTA
Registration Number:	0970418	DELTA AIR LINES
Registration Number:	2662451	DELTA AIRELITE
Registration Number:	1733703	DELTA CENTER
Registration Number:	1740294	DELTA CENTER
Registration Number:	1428763	DELTA CONNECTION
Registration Number:	2351283	DELTA EXPRESS

Registration Number:	2531956	DELTA HORIZONS
Registration Number:	1703774	DELTA SHUTTLE
Registration Number:	2408003	DELTA VACATIONS
Registration Number:	0802405	DELTAMATIC
Registration Number:	0697598	DREAM VACATION
Registration Number:	2272166	ESCAPE PLAN
Registration Number:	2217263	EXTRA CREDIT DELTA AIR LINES
Registration Number:	1928151	FLYBUYS
Registration Number:	0523611	DELTA AIR LINES
Registration Number:	2278999	JUST PLANE COOKIES
Registration Number:	2594082	MEDALLION
Registration Number:	1595729	MEETING NETWORK
Registration Number:	2564978	MIND YOUR OWN BUSINESS TRAVEL
Registration Number:	2251527	ON AIR
Registration Number:	2270712	ON TOP OF THE WORLD
Registration Number:	1718831	READY WHEN YOU ARE
Registration Number:	1171170	SKY
Serial Number:	76262628	SKYBONUS
Registration Number:	1968255	SKYMILES
Registration Number:	1485570	WE LOVE TO FLY
Registration Number:	1485571	WE LOVE TO FLY AND IT SHOWS
Registration Number:	998342	WESTERN
Registration Number:	1143697	
Registration Number:	0704103	
Registration Number:	2556013	
Registration Number:	0963228	DELTA AIR LINES
Registration Number:	2022300	WORLDWIDE PARTNERS
Registration Number:	1628653	YOUNG AT HEART
Serial Number:	78468413	DART DISABLED AIRCRAFT RESPONSE TEAM
Serial Number:	78313739	DELTA CONNECTION
Serial Number:	76234649	
Serial Number:	76217411	
Serial Number:	78504747	DELTA TRAC
Serial Number:	78303290	FAN FARES
Serial Number:	78504427	GOOD GOES AROUND

Serial Number:	78466615	READYFARES
Serial Number:	78364055	SAVORINGS
Serial Number:	78466630	SIMPLIFARES
Serial Number:	78347837	

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: brielle.weisberg@weil.com

Correspondent Name: Weil,Gotshal &Manges c/oBrielle Weisberg

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	47660.3205
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NAME OF SUBMITTER:	Phyllis Eremitaggio
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November ³⁰, 2004, by DELTA CORPORATE IDENTITY, INC, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Collateral Agent for Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor and the other Credit Parties party thereto, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Collateral Agent, on behalf of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including but not limited to those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DELTA CORPORATE IDENTITY,
INC.**

By: 
Name: Paul Jacobson
Title: Assistant Secretary
Treasurer

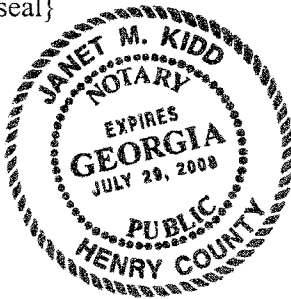
ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
COUNTY OF Fulton) ss.

On this ____ day of _____, ____ before me personally appeared Paul Jacobson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Delta Corp. Identity, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Janet M. Kidd
Notary Public

{seal}



ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

Name: Douglas A. Kelly

Title: Vice President

SIGNATURE PAGE TO DELTA CORPORATE IDENTITY TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002983 FRAME: 0669

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration No	Registration Date
CITY DASH (NEW)	United States	2538221	2/12/2002
AIRCRAFT DESIGN (1997)	United States	2349135	5/9/2000
ALTITUDES	United States	2246236	5/18/1999
BUSINESSLITE	United States	2521530	12/25/2001
CONTROL KEY DESIGN	United States	2682464	2/4/2003
CROWN ROOM CLUB	United States	2291036	11/9/1999
DASH	United States	0945465	10/17/1972
DELTA	United States	0654915	11/19/1957
DELTA & 1960 AIRCRAFT DESIGN	United States	2058985	5/6/1997
DELTA AIR LINES	United States	0970418	10/9/1973
DELTA AIRELITE	United States	2662451	12/17/2002
DELTA CENTER	United States	1733703	11/17/1992
DELTA CENTER (WITH WIDGET LOGO)	United States	1740294	12/15/1992
DELTA CONNECTION	United States	1428763	2/10/1987
DELTA EXPRESS	United States	2351283	5/23/2000
DELTA HORIZONS	United States	2531956	1/22/2002
DELTA SHUTTLE	United States	1703774	7/28/1992
DELTA VACATIONS	United States	2408003	11/28/2000
DELTAMATIC	United States	0802405	1/18/1966
DREAM VACATION	United States	0697598	5/10/1960
ESCAPE PLAN	United States	2272166	8/24/1999
EXTRA CREDIT DELTA AIR LINES	United States	2217263	1/12/1999
FLYBUYS	United States	1928151	10/17/1995
FLYING TRIANGLE (OLD LOGO)	United States	0523611	4/4/1950
JUST PLANE COOKIES	United States	2278999	9/21/1999
MEDALLION	United States	2594082	7/16/2002
MEETING NETWORK	United States	1595729	5/8/1990
MIND YOUR OWN BUSINESS TRAVEL	United States	2564978	4/30/2002
ON AIR	United States	2251527	6/8/1999
ON TOP OF THE WORLD	United States	2270712	8/17/1999
READY WHEN YOU ARE	United States	1718831	9/22/1992
SKY	United States	1171170	9/29/1981
SKYBONUS	United States	76262628	12/2/2003
SKYMILES	United States	1968255	4/16/1996

(NY) 06472/186/SCHEDULES/SA.Trademark.DCI.schedule.doc

Mark	Jurisdiction	Registration No	Registration Date
WE LOVE TO FLY	United States	1485570	4/19/1988
WE LOVE TO FLY AND IT SHOWS	United States	1485571	4/19/1988
WESTERN	United States	998342	11/12/1974
WIDGET (OPEN)	United States	1143697	12/16/1980
WIDGET LOGO	United States	0704103	9/6/1960
WIDGET LOGO (NEW)	United States	2556013	4/2/2002
WINGED DELTA AIR LINES IN OVAL LOGO	United States	0963228	7/3/1973
WORLDWIDE PARTNERS	United States	2022300	12/10/1996
YOUNG AT HEART	United States	1628653	12/18/1990

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application No	Application Date
DART (stylized)	United States	78468413	8/17/2004
DELTA CONNECTION	United States	78313739	10/15/2003
DELTA FABRIC AIRCRAFT DESIGN	United States	76234649	4/3/2001
DELTA FABRIC DESIGN	United States	76217411	2/28/2001
DELTA TRAC	United States	78504747	10/22/2004
FAN FARES	United States	78303290	9/22/2003
GOOD GOES AROUND	United States	78504427	10/22/2004
READYFARES	United States	78466615	8/12/2004
SAVORINGS	United States	78364055	2/6/2004
SIMPLIFARES	United States	78466630	8/12/2004
TAIL SWATCH DEVICE	United States	78347837	1/5/2004

TRADEMARK LICENSES

Licensor	Licensee	Effective Date	Termination Date
Delta Corporate Identity, Inc.	Airliners Distributing, Inc	09/19/2002	6/30/2006
Delta Corporate Identity, Inc.	Daron Worldwide Trading	02/16/2004	12/31/2005
Delta Corporate Identity, Inc.	Pacific Miniatures	03/20/2002	12/31/2005
Delta Corporate Identity, Inc.	Sherpa's Pet Trading Co	05/05/2004	12/31/2005
Delta Corporate Identity, Inc.	Genesis Worldwide	02/01/1997	12/31/2005