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 Air Lines, Inc.		11/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0794950	WESTERN AIRLINES THE O-N-L-Y WAY TO FLY
Registration Number:	2608693	DELTA GOLF

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
NAME OF SUBMITTER:	Phyllis Eremitaggio

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2004, by DELTA AIR LINES, 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 signatory 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]

TRADEMARK
REEL: 002983 FRAME: 0700

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 AIR LINES, INC.

By: _____
Name: Todd Helvie
Title: Sr. Vice President and Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this ____ day of _____, ____ before me personally appeared Todd Helme, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Delta Air Lines 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}

JANET M. KIDD
NOTARY
EXPIRES
GEORGIA
JULY 28, 2008
PUBLIC
HENRY COUNTY

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Douglas A. Kelly
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date
Western Airlines, the O-N-L-Y Way to Fly	United States	0794950	08/24/1965
DELTA GOLF	United States	2608693	08/20/2002

TRADEMARK APPLICATIONS

None.

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