

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings => =>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Delta Corporate Identity, Inc.
 1030 Delta Boulevard
 Atlanta, Georgia 30354

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 30, 2004

2. Name and address of receiving party(ies):
 Name: American Express Travel Related Services Company, Inc.
 Internal Address: 200 Vesey Street
 Street Address: _____
 City: New York State: NY ZIP: 10285

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE I

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE I

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____
 Internal Address: _____

 Street Address: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
 City: _____ 202.783.2700

6. Total number of applications and registrations involved: 69

7. Total fee (37 CFR 3.41): \$ 1740.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-3155
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Stuart S. Cowitt
 Name of Person Signing


 Signature

December 13, 2004
 Date

Total number of pages including coversheet, attachments and document: 7

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$1366.00 603156 76262628

**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
BUSINESSSELITE	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 AJRELITE	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

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2004, by DELTA CORPORATE IDENTITY, INC, a Delaware corporation ("Grantor"), in favor of AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. ("AmEx") as collateral agent (in such capacity, the "Collateral Agent") for itself and American Express Bank, F.S.B. (assignee of American Express Centurion Bank) ("FSB") (AmEx and FSB, collectively, the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Advance Payment Supplement to Delta® American Express® Co-Branded Credit Card Program Agreement dated as of November 30, 2004 by and among Delta Air Lines, Inc., a Delaware corporation ("Delta"), Delta Loyalty Management Services, Inc., a Delaware corporation (together with Delta, the "Delta Parties"), and the Secured Parties (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Co-Brand Supplement"), AmEx has agreed to advance to the Delta Parties certain payments (the "Co-Brand Advance Payment") which would otherwise be owed by AmEx to the Delta Parties from time to time in the future;

WHEREAS, pursuant to that certain Advance Payment Supplement to Membership Rewards Agreement dated as of November 30, 2004 by and among the Delta Parties and AmEx (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Membership Rewards Supplement"; together with the Co-Brand Supplement, the "Amex Supplements"), AmEx has agreed to advance to the Delta Parties certain payments (the "Membership Rewards Advance Payment"; together with the Co-Brand Advance Payment, the "Amex Advance Payment") which would otherwise be owed by AmEx to the Delta Parties from time to time in the future;

WHEREAS, AmEx is willing to make the Amex Advance Payment as provided for in the Amex Supplements, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the 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 itself and the ratable benefit of the 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 the Amex Supplements.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Collateral Agent, on behalf of itself and 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 itself and Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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]

