

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):

Song, LLC
1030 Delta Boulevard
Atlanta, Georgia 30354

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

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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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
202.783.2700

City: _____

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41):

\$ 190.00

- 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:

6

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

CH \$190.00 603155 78262048

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Registration Number	Registration Date
SONG	United States	2811872	2/3/2004
SONG LOGO (FLOURISH)	United States	2836485	4/27/2004

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application No	Application Date
SONG AND DEVICE IN COLOR (LIVERY)	United States	78262048	6/13/2003
SONG AIRWAYS	United States	78200762	1/7/2003
SONG TRAVEL PACKAGES	United States	78458206	7/28/2004
SONG VACATIONS	United States	78344290	12/22/2003

TRADEMARK LICENSES

Licensor	Licensee	Effective Date	Termination Date
Song, LLC	Flight Station, Inc.	08/01/2003	07/31/2006

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2004, by Song, LLC, 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 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]

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.

SONG, LLC

By: [Signature]
Name: Paul Jacobson
Title: Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.

By: _____
Name: _____
Title: _____

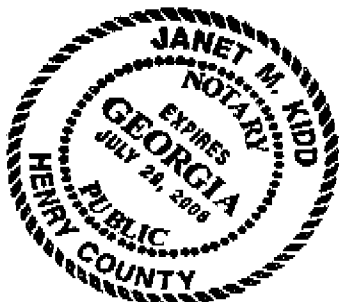
ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
COUNTY OF Fulton) ss.

On this ____ day of November, 2004 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 SONG, LLC, 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.

[Signature]
Notary Public

{seal}



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.

SONG, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.

By: David L. Yew
Name: David L. Yew
Title: Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of November, 2004 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, 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.

Notary Public

{seal}