

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delta Corporate Identity, Inc.		09/26/2005	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: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	2349135	
Registration Number:	2246236	ALTITUDES
Registration Number:	2521530	BUSINESSELITE
Registration Number:	2538221	CITY DASH
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:	2980826	DELTA CONNECTION

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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:	2975726	FAN FARES
Registration Number:	1928151	FLYBUYS
Registration Number:	0523611	DELTA AIR LINES
Registration Number:	2594082	MEDALLION
Registration Number:	1595729	MEETING NETWORK
Registration Number:	2564978	MIND YOUR OWN BUSINESS TRAVEL
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:	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:	76468413	COOL BODY
Serial Number:	76234649	
Serial Number:	76217411	
Serial Number:	78504427	GOOD GOES AROUND
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: allison.cohn@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Allison Cohen
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Allison Cohn
Signature:	/Allison Cohn/
Date:	09/28/2005

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2005, by DELTA CORPORATE IDENTITY, INC., a Delaware corporation, as a debtor and debtor in possession under chapter 11 of title 11 of the Bankruptcy Code ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent for Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Secured Super-Priority Debtor in Possession Credit Agreement, dated as of September 16, 2005, by and among Grantor and the other Credit Parties signatory thereto, Administrative 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 for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Secured Parties, the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Administrative 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 to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants Administrative 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. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of the Secured Parties, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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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: [Signature]
Name: Mona Warwar
Title: Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia
COUNTY OF Henry } ss.

On this 26 day of September, 2005 before me personally appeared Mona Warwar, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Delta Corporate 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.

[Signature: Denise Rose]
Notary Public

DENISE ROSE
Notary Public, Henry County, Georgia
My Commission Expires February 20, 2008

{seal}

SIGNATURE PAGE TO DELTA CORPORATE IDENTITY, INC. TRADEMARK SECURITY AGREEMENT

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark Name	Owner	Registration No	Registration Date
AIRCRAFT DESIGN (1997)	DELTA CORPORATE IDENTITY, INC.	2349135	5/9/2000
ALTITUDES	DELTA CORPORATE IDENTITY, INC.	2246236	5/18/1999
BUSINESSELITE	DELTA CORPORATE IDENTITY, INC.	2521530	12/25/2001
CITY DASH (NEW)	DELTA CORPORATE IDENTITY, INC.	2538221	2/12/2002
CONTROL KEY DESIGN	DELTA CORPORATE IDENTITY, INC.	2682464	2/4/2003
CROWN ROOM CLUB	DELTA CORPORATE IDENTITY, INC.	2291036	11/9/1999
DASH	DELTA CORPORATE IDENTITY, INC.	0945465	10/17/1972
DELTA	DELTA CORPORATE IDENTITY, INC.	0654915	11/19/1957
DELTA & 1960 AIRCRAFT DESIGN	DELTA CORPORATE IDENTITY, INC.	2058985	5/6/1997
DELTA AIR LINES	DELTA CORPORATE IDENTITY, INC.	0970418	10/9/1973
DELTA AIRELITE	DELTA CORPORATE IDENTITY, INC.	2662451	12/17/2002
DELTA CENTER	DELTA CORPORATE IDENTITY, INC.	1733703	11/17/1992
DELTA CENTER (WITH WIDGET LOGO)	DELTA CORPORATE IDENTITY, INC.	1740294	12/15/1992
DELTA CONNECTION	DELTA CORPORATE IDENTITY, INC.	2980826	8/2/2005
DELTA CONNECTION	DELTA CORPORATE IDENTITY, INC.	1428763	2/10/1987
DELTA EXPRESS	DELTA CORPORATE IDENTITY, INC.	2351283	5/23/2000
DELTA HORIZONS	DELTA CORPORATE IDENTITY, INC.	2531956	1/22/2002
DELTA SHUTTLE	DELTA CORPORATE IDENTITY, INC.	1703774	7/28/1992

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**TRADEMARK
REEL: 003166 FRAME: 0470**

Mark Name	Owner	Registration No	Registration Date
DELTA VACATIONS	DELTA CORPORATE IDENTITY, INC.	2408003	11/28/2000
DELTAMATIC	DELTA CORPORATE IDENTITY, INC.	0802405	1/18/1966
DREAM VACATION	DELTA CORPORATE IDENTITY, INC.	0697598	5/10/1960
ESCAPE PLAN	DELTA CORPORATE IDENTITY, INC.	2272166	8/24/1999
FAN FARES	DELTA CORPORATE IDENTITY, INC.	2975726	7/26/2005
FLYBUYS	DELTA CORPORATE IDENTITY, INC.	1928151	10/17/1995
FLYING TRIANGLE	DELTA CORPORATE IDENTITY, INC.	0523611	4/4/1950
MEDALLION	DELTA CORPORATE IDENTITY, INC.	2594082	7/16/2002
MEETING NETWORK	DELTA CORPORATE IDENTITY, INC.	1595729	5/8/1990
MIND YOUR OWN BUSINESS TRAVEL	DELTA CORPORATE IDENTITY, INC.	2564978	4/30/2002
ON TOP OF THE WORLD	DELTA CORPORATE IDENTITY, INC.	2270712	8/17/1999
READY WHEN YOU ARE	DELTA CORPORATE IDENTITY, INC.	1718831	9/22/1992
SKY	DELTA CORPORATE IDENTITY, INC.	1171170	9/29/1981
SKYBONUS	DELTA CORPORATE IDENTITY, INC.	76262628	12/2/2003
SKYMILES	DELTA CORPORATE IDENTITY, INC.	1968255	4/16/1996
WE LOVE TO FLY	DELTA CORPORATE IDENTITY, INC.	1485570	4/19/1988
WE LOVE TO FLY AND IT SHOWS	DELTA CORPORATE IDENTITY, INC.	1485571	4/19/1988
WIDGET (OPEN)	DELTA CORPORATE IDENTITY, INC.	1143697	12/16/1980
WIDGET LOGO	DELTA CORPORATE IDENTITY, INC.	0704103	9/6/1960
WIDGET LOGO (NEW)	DELTA CORPORATE IDENTITY, INC.	2556013	4/2/2002
WINGED DELTA AIR LINES IN OVAL LOGO	DELTA CORPORATE IDENTITY, INC.	0963228	7/3/1973
WORLDWIDE PARTNERS	DELTA CORPORATE IDENTITY, INC.	2022300	12/10/1996
YOUNG AT HEART	DELTA CORPORATE IDENTITY, INC.	1628653	12/18/1990

TRADEMARK APPLICATIONS

Mark Name	Owner	Application No	Application Date
DART (stylized)	DELTA CORPORATE IDENTITY, INC.	78468413	8/17/2004
DELTA FABRIC AIRCRAFT DESIGN	DELTA CORPORATE IDENTITY, INC.	76234649	4/3/2001
DELTA FABRIC DESIGN	DELTA CORPORATE IDENTITY, INC.	76217411	2/28/2001
DELTA TRAC	DELTA CORPORATE IDENTITY, INC.	78504747	10/22/2004
GOOD GOES AROUND	DELTA CORPORATE IDENTITY, INC.	78504427	10/22/2004
READYFARES	DELTA CORPORATE IDENTITY, INC.	78466615	8/12/2004
SAVORINGS	DELTA CORPORATE IDENTITY, INC.	78364055	2/6/2004
SIMPLIFARES	DELTA CORPORATE IDENTITY, INC.	78466630	8/12/2004
TAIL SWATCH DEVICE	DELTA CORPORATE IDENTITY, INC.	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.	Herpa Minituremodelle	04/28/2004	3/31/2006
Delta Corporate Identity, Inc.	New Ray Toys Company	01/01/2004	12/31/2005
Delta Corporate Identity, Inc.	Pacific Miniatures	03/20/2002	12/31/2005
Delta Corporate Identity, Inc.	Schabak Models	03/14/2003	12/31/2005
Delta Corporate Identity, Inc.	Sherpa's Pet Trading Co	05/05/2004	12/31/2005
Delta Corporate Identity, Inc.	Showcase Airplane Company, Inc	01/16/2004	6/30/2006
Delta Corporate Identity, Inc.	Genesis Worldwide	02/01/1997	12/31/2005