TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delta Air Lines, Inc.		05/08/2007	CORPORATION: DELAWARE
Comair Holdings, L.L.C.		05/08/2007	LIMITED LIABILITY COMPANY: DELAWARE
Comair, Inc.		05/08/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	0523611	DELTA AIR LINES
Registration Number:	0654915	DELTA
Registration Number:	0697598	DREAM VACATION
Registration Number:	0704103	
Registration Number:	0802405	DELTAMATIC
Registration Number:	0945465	DASH
Registration Number:	0963228	DELTA AIR LINES
Registration Number:	0970418	DELTA AIR LINES
Registration Number:	1143697	
Registration Number:	1171170	SKY
Registration Number:	1201484	CA COMAIR
Registration Number:	1428763	DELTA CONNECTION

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Registration Number:	1485570	WE LOVE TO FLY
Registration Number:	1485571	WE LOVE TO FLY AND IT SHOWS
Registration Number:	1514873	COMAIR
Registration Number:	1595729	MEETING NETWORK
Registration Number:	1628653	YOUNG AT HEART
Registration Number:	1645584	COMAIR
Registration Number:	1703774	DELTA SHUTTLE
Registration Number:	1718831	READY WHEN YOU ARE
Registration Number:	1733703	DELTA CENTER
Registration Number:	1740294	DELTA CENTER
Registration Number:	1968255	SKYMILES
Registration Number:	2022300	WORLDWIDE PARTNERS
Registration Number:	2058985	DELTA
Registration Number:	2291036	CROWN ROOM CLUB
Registration Number:	2351283	DELTA EXPRESS
Registration Number:	2408003	DELTA VACATIONS
Registration Number:	2508582	BUILDING ON OUR SUCCESS
Registration Number:	2521530	BUSINESSELITE
Registration Number:	2531956	DELTA HORIZONS
Registration Number:	2538221	CITY DASH
Registration Number:	2553482	COMAIR NAVIGATOR
Registration Number:	2556013	
Registration Number:	2564978	MIND YOUR OWN BUSINESS TRAVEL
Registration Number:	2594082	MEDALLION
Registration Number:	2603414	COMAIR SKYSHOP
Registration Number:	2608693	DELTA GOLF
Registration Number:	2638933	COMAIR
Registration Number:	2662451	DELTA AIRELITE
Registration Number:	2682464	CONTROL
Registration Number:	2683848	COMAIR
Registration Number:	2811872	SONG
Registration Number:	2836485	
Registration Number:	2975726	FAN FARES
Registration Number:	2980826	DELTA CONNECTION
Registration Number:	2999167	SAVORINGS

Registration Number:	3004245	SIMPLIFARES
Registration Number:	3018887	
Registration Number:	3022337	
Registration Number:	3028534	GOOD GOES AROUND
Registration Number:	3077727	SKYPOINTS
Registration Number:	3077909	
Registration Number:	3094219	DART DISABLED AIRCRAFT RESPONSE TEAM
Registration Number:	3138714	FLYBY SPIRITS BY RANDE GERBER AND SONG
Registration Number:	2789294	SKYBONUS

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1273
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/18/2007

Total Attachments: 5

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THIS SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS is subject to the terms and provisions of the Intercreditor Agreement, dated as of April 30, 2007 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as collateral agent for the First Priority Secured Parties referred to therein, Goldman Sachs Credit Partners L.P., as collateral agent for the Second Priority Secured Parties referred to therein, Delta Air Lines, Inc. and the Guarantors (as defined below).

SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 8, 2007 is made by DELTA AIR LINES, INC. a Delaware corporation (the "Borrower"), and all of the direct and indirect domestic subsidiaries of the Borrower signatory hereto (the "Guarantors", and together with the Borrower, the "Grantors"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as Collateral Agent (the "Agent") for the Second Priority Secured Parties (as defined in the Second Lien Term Loan and Guaranty Agreement, dated as of April 30, 2007, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement")), among the Borrower, the Guarantors, the Agent, GSCP, acting as administrative agent, GSCP and MERRILL LYNCH COMMERCIAL FINANCE CORP., as co-lead arrangers and joint bookrunners, BARCLAYS CAPITAL, the investment banking division of BARCLAYS BANK PLC, as syndication agent and as joint bookrunner, CREDIT SUISSE SECURITIES (USA) LLC and C.I.T. LEASING CORPORATION, as co-documentation agents, and the lenders party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered a Second Lien Security Agreement, dated as of April 30, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantors pledged and granted to the Agent for the benefit of the Agent and the Second Priority Secured Parties a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Second Priority Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Second Lien Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in all of the Grantors' right, title and interest in, to and under Trademarks constituting Collateral (including, without limitation, the U.S. Trademark registrations and applications listed on Schedule A hereto), but not including any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Second Priority Secured Parties to secure payment, performance and observance of the Second Priority Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Priority Secured Parties in connection with the Second Lien Security Agreement and is expressly subject to the terms and conditions thereof and the Intercreditor Agreement. The Second Lien Security Agreement (and all rights and remedies of the Second Priority Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Second Priority Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the Second Lien Security Agreement and the Intercreditor Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this __ day of May, 2007.

DELTA AIR LINES, INC.

By:_____
Name: Paul A. Jacobson
Title: Vice President and Treasurer

COMAIR HOLDINGS, LLC

By:_____
Name: Dan Dixon
Title: Vice President, Chief Financial Officer and Treasurer

COMAIR, INC.

By:_____
Name: Dan Dixon
Title: Vice President and Chief Financial Officer

Accepted and Agreed to:

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Collateral Agent for the Second Priority Secured Parties

By:_____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this __ day of April, 2007.

DELTA AIR LINES, INC.

By:_____
Name:
Title:

COMAIR HOLDINGS, L.L.C.

By:_____
Name:
Title:

COMAIR, INC.

By:_____
Name:
Title:

Accepted and Agreed to:

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Collateral Agent for the Second Priority Secured Parties

By:_____
Name: BRUCE H. MENDELSOHN
Title: AUTHORIZED SIGNATORY

SCHEDULE A

U.S. Trademark Registrations and Applications

Registration No	Mark Name	Grantor	Registration Date
0523611	FLYING TRIANGLE	DELTA AIR LINES, INC.	4/4/1950
0654915	DELTA	DELTA AIR LINES, INC.	11/19/1957
0697598	DREAM VACATION	DELTA AIR LINES, INC.	5/10/1960
0704103	WIDGET LOGO	DELTA AIR LINES, INC.	9/6/1960
0802405	DELTAMATIC	DELTA AIR LINES, INC.	1/18/1966
0945465	DASH	DELTA AIR LINES, INC.	10/17/1972
0963228	WINGED DELTA AIR LINES IN OVAL LOGO	DELTA AIR LINES, INC.	7/3/1973
0970418	DELTA AIR LINES	DELTA AIR LINES, INC.	10/9/1973
1143697	WIDGET (OPEN)	DELTA AIR LINES, INC.	12/16/1980
1171170	SKY	DELTA AIR LINES, INC.	9/29/1981
1201484	CA COMAIR & DESIGN	COMAIR HOLDINGS, LLC	7/13/1982
1428763	DELTA CONNECTION	DELTA AIR LINES, INC.	2/10/1987
1485570	WE LOVE TO FLY	DELTA AIR LINES, INC.	4/19/1988
1485571	WE LOVE TO FLY AND IT SHOWS	DELTA AIR LINES, INC.	4/19/1988
1514873	COMAIR (Stylized)	COMAIR HOLDINGS, LLC	11/29/1988
1595729	MEETING NETWORK	DELTA AIR LINES, INC.	5/8/1990
1628653	YOUNG AT HEART	DELTA AIR LINES, INC.	12/18/1990
1645584	COMAIR	COMAIR HOLDINGS, LLC	5/21/1991
1703774	DELTA SHUTTLE	DELTA AIR LINES, INC.	7/28/1992
1718831	READY WHEN YOU ARE	DELTA AIR LINES, INC.	9/22/1992
1733703	DELTA CENTER	DELTA AIR LINES, INC.	11/17/1992
1740294	DELTA CENTER (WITH WIDGET LOGO)	DELTA AIR LINES, INC.	12/15/1992
1968255	SKYMILES	DELTA AIR LINES, INC.	4/16/1996
2022300	WORLDWIDE PARTNERS	DELTA AIR LINES, INC.	12/10/1996
2058985	DELTA & 1960 AIRCRAFT DESIGN	DELTA AIR LINES, INC.	5/6/1997
2291036	CROWN ROOM CLUB	DELTA AIR LINES, INC.	11/9/1999
2351283	DELTA EXPRESS	DELTA AIR LINES, INC.	5/23/2000
2408003	DELTA VACATIONS	DELTA AIR LINES, INC.	11/28/2000
2508582	BUILDING ON OUR SUCCESS	COMAIR, INC.	11/20/2001
2521530	BUSINESSELITE	DELTA AIR LINES, INC.	12/25/2001
2531956	DELTA HORIZONS	DELTA AIR LINES, INC.	1/22/2002
2538221	CITY DASH (NEW)	DELTA AIR LINES, INC.	2/12/2002
2553482	COMAIR NAVIGATOR & DESIGN	COMAIR, INC.	3/26/2002
2556013	WIDGET LOGO (NEW)	DELTA AIR LINES, INC.	4/2/2002
2564978	MIND YOUR OWN BUSINESS TRAVEL	DELTA AIR LINES, INC.	4/30/2002
2594082	MEDALLION	DELTA AIR LINES, INC.	7/16/2002
2603414	COMAIR SKYSHOP	COMAIR HOLDINGS, LLC	8/6/2002
2608693	DELTA GOLF	DELTA AIR LINES, INC.	8/20/2002
2638933	COMAIR	COMAIR, INC.	10/22/2002
2662451	DELTA AIRELITE	DELTA AIR LINES, INC.	12/17/2002
2682464	CONTROL KEY DESIGN	DELTA AIR LINES, INC.	2/4/2003
2683848	COMAIR (2001 STYLIZED LOGO)	COMAIR, INC.	2/4/2003
2811872	SONG	DELTA AIR LINES, INC.	2/3/2004
2836485	SONG FLOURISH	DELTA AIR LINES, INC.	4/27/2004
2975726	FAN FARES	DELTA AIR LINES, INC.	7/26/2005
2980826	DELTA CONNECTION	DELTA AIR LINES, INC.	8/2/2005
2999167	SAVORINGS	DELTA AIR LINES, INC.	9/20/2005
3004245	SIMPLIFARES	DELTA AIR LINES, INC.	10/4/2005
3018887	DELTA FABRIC DESIGN	DELTA AIR LINES, INC.	11/29/2005
3022337	DELTA FABRIC DESIGN	DELTA AIR LINES, INC.	12/6/2005
3028534	GOOD GOES AROUND	DELTA AIR LINES, INC.	12/13/2005
3077727	SKYPOINTS	DELTA AIR LINES, INC.	4/4/2006
3077909	DELTA FABRIC DESIGN	DELTA AIR LINES, INC.	4/6/2006
3094219	DART (stylized)	DELTA AIR LINES, INC.	5/16/2006
3138714	FLYBY DESIGN	DELTA AIR LINES, INC.	9/5/2006
2789294	SKYBONUS	DELTA AIR LINES, INC.	12/2/2003