

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midwest Airlines, Inc.		07/11/2008	CORPORATION: WISCONSIN
Midwest Air Group, Inc.		07/11/2008	CORPORATION: WISCONSIN
Skyway Airlines, Inc.		07/11/2008	CORPORATION: DELAWARE
Midwest Express Services - Kansas City, Inc.		07/11/2008	CORPORATION: MISSOURI
Midwest Express Services - Omaha, Inc.		07/11/2008	CORPORATION: NEBRASKA
YX Properties, LLC		07/11/2008	LIMITED LIABILITY COMPANY: NEBRASKA
Bestcard Holdings, Inc.		07/11/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Bank Northwest, N.A., as collateral agent
Street Address:	299 South Main Street
Internal Address:	12th Floor
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	78613942	BEST CARE CUISINE
Serial Number:	78455578	IT'S WHAT CARE MEANS
Serial Number:	78708385	BEST CARE BUSINESS
Registration Number:	2670847	BEST CARE CLUB
Registration Number:	2738616	BEST CARE NEWS
Registration Number:	2423930	BEST CARE WEB FARES

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Registration Number:	2887643	COOKIE FLIGHT
Registration Number:	2796277	M
Registration Number:	1286474	ME
Registration Number:	3085129	MIDWEST AIR GROUP
Registration Number:	2812928	MIDWEST AIRLINES
Registration Number:	2812929	MIDWEST AIRLINES
Registration Number:	2842955	MIDWEST AIRLINES CENTER
Registration Number:	3026424	MIDWEST AIRLINES SAVER SERVICE
Registration Number:	2978885	MIDWEST AIRLINES SIGNATURE SERVICE
Registration Number:	2831941	MIDWEST AIRLINES VACATIONS
Registration Number:	2902283	MIDWEST M
Registration Number:	2996906	MIDWEST CONNECT
Registration Number:	3000585	MIDWEST CONNECT M
Registration Number:	2098091	MIDWEST EXPRESS
Registration Number:	1790364	MIDWEST EXPRESS
Registration Number:	1907633	MIDWEST EXPRESS
Registration Number:	1522113	MIDWEST EXPRESS
Registration Number:	2490005	MIDWEST EXPRESS CENTER
Registration Number:	2501420	MIDWEST EXPRESS VACATIONS
Registration Number:	2825012	MIDWEST MILES
Registration Number:	1808173	MIRACLE MILES
Registration Number:	2907237	
Registration Number:	2763031	SKYWAY
Registration Number:	1698071	THE BEST CARE IN THE AIR
Registration Number:	2465161	THE MIDWEST EXPRESS CONNECTION

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: mmcguire@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	037410/93
NAME OF SUBMITTER:	S. Anita Sinha

Signature:

/S. Anita Sinha/

Date:

07/28/2008

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of July 11, 2008, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Wells Fargo Bank Northwest, N.A., as collateral agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MIDWEST AIRLINES, INC., a Wisconsin corporation (the “*Borrower*”) has entered into a Senior Secured Credit Agreement, dated as of July 11, 2008 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “*Credit Agreement*”), with MIDWEST AIR GROUP, INC., a Wisconsin corporation, each of the Subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto, TPG PARTNERS V, L.P., a Delaware limited partnership, as Administrative Agent and the Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement; and

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the Grantors have granted to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding

thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

but excluding any of the same constituting Excluded Assets.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or PDF (or similar file) by electronic mail of an executed counterpart of a signature page to this IP Security Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 5. Grants Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its authorized signatory thereunto duly authorized as of the day and year first above written,

GRANTORS:

Midwest Air Group, Inc.

By: Curtis E. Sawyer
Name: CURTIS E. SAWYER
Title: SVP & CFO

Midwest Airlines, Inc.

By: Curtis E. Sawicki
Name: CURTIS E. SAWICKI
Title: SVP & CEO

[IP Security Agreement]

02/04/06

TRADEMARK
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Skyway Airlines, Inc.

By: *Charles E. Sawyer*
Name: *CHARLES E. SAWYER*
Title: *VP & CEO*

[IP Security Agreement]

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TRADEMARK
REEL: 003823 FRAME: 0498

Bastcare Holdings, Inc.

By: *Curtis E. Sawyer*
Name: CURTIS E. SAWYER
Title: Treasurer

[IP Security Agreement]

Midwest Express Services -- Kansas City, Inc.

By: Charles E. Sawicki
Name: Charles E. Sawicki
Title: PRESIDENT

[IP Security Agreement]

4/25/96

TRADEMARK
REEL: 003823 FRAME: 0500


Midwest Express Services -- Omaha, Inc.

By: *Charles E. Sawyer*
Name: CHARLES E. SAWYER
Title: PRESIDENT

{IP Security Agreement}

YX Properties, LLC

By: Midwest Express Services -- Omaha, Inc., its
sole member

By: 
Name: CYNTHIA E. SAWYELLE
Title: President

{IP Security Agreement}

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Mark	Registration Number	Registration Date	Owner	Country
BEST CARE CLUB	636084	3/24/2005	YX Properties, LLC	Canada
BEST CARE WEB FARES	592196	10/14/2003	YX Properties, LLC	Canada
ME	482316	9/10/1997	YX Properties, LLC	Canada
MIDWEST EXPRESS	483915	10/10/1997	YX Properties, LLC	Canada
SKYWAY	610617	5/18/2004	YX Properties, LLC	Canada
THE BEST CARE IN THE AIR	483922	10/10/1997	YX Properties, LLC	Canada
M and Design	816976	12/12/2003	YX Properties, LLC	Mexico
M and Design	819114	1/26/2004	YX Properties, LLC	Mexico
MIDWEST AIRLINES	815362	11/26/2003	YX Properties, LLC	Mexico
MIDWEST AIRLINES	815363	11/26/2003	YX Properties, LLC	Mexico
MIDWEST and M Design	819115	1/26/2004	YX Properties, LLC	Mexico
MIDWEST and M Design	816977	12/12/2003	YX Properties, LLC	Mexico
MIDWEST MILES	815365	11/26/2003	YX Properties, LLC	Mexico
MIDWEST MILES	815364	11/26/2003	YX Properties, LLC	Mexico
BEST CARE BUSINESS	Pending	Pending	YX Properties, LLC	United States of America
BEST CARE CLUB	2670847	1/7/2003	YX Properties, LLC	United States of America
BEST CARE CUISINE	Pending	Pending	YX Properties, LLC	United States of America
BEST CARE NEWS	2738616	7/15/2003	YX Properties, LLC	United States of America
BEST CARE WEB FARES	2423930	1/23/2001	YX Properties, LLC	United States of America
COOKIE FLIGHT	2887643	9/21/2004	YX Properties, LLC	United States of America
IT'S WHAT CARE MEANS	Pending	Pending	YX Properties, LLC	United States of America

Mark	Registration Number	Registration Date	Owner	Country
M and Design	2796277	12/16/2003	YX Properties, LLC	United States of America
ME	1286474	7/17/1984	YX Properties, LLC	United States of America
MIDWEST AIR GROUP	3085129	4/25/2006	YX Properties, LLC	United States of America
MIDWEST AIRLINES	2812928	2/10/2004	YX Properties, LLC	United States of America
MIDWEST AIRLINES and Design	2812929	2/10/2004	YX Properties, LLC	United States of America
MIDWEST AIRLINES CENTER	2842955	5/18/2004	YX Properties, LLC	United States of America
MIDWEST AIRLINES SAVER SERVICE	3026424	12/13/2005	YX Properties, LLC	United States of America
MIDWEST AIRLINES SIGNATURE SERVICE	2978885	7/26/2005	YX Properties, LLC	United States of America
MIDWEST AIRLINES VACATIONS	2831941	4/13/2004	YX Properties, LLC	United States of America
MIDWEST and M Design	2902283	11/9/2004	YX Properties, LLC	United States of America
MIDWEST CONNECT	2996906	9/20/2005	YX Properties, LLC	United States of America
MIDWEST CONNECT M and Design	3000585	9/27/2005	YX Properties, LLC	United States of America
MIDWEST EXPRESS	2098091	9/16/1997	YX Properties, LLC	United States of America
MIDWEST EXPRESS	1790364	8/31/1993	YX Properties, LLC	United States of America
MIDWEST EXPRESS	1907633	7/25/1995	YX Properties, LLC	United States of America
MIDWEST EXPRESS and Design	1522113	1/24/1989	YX Properties, LLC	United States of America
MIDWEST EXPRESS CENTER	2490005	9/18/2001	YX Properties, LLC	United States of America
MIDWEST EXPRESS VACATIONS	2501420	10/30/2001	YX Properties, LLC	United States of America
MIDWEST MILES	2825012	3/23/2004	YX Properties, LLC	United States of America
MIRACLE MILES	1808173	11/30/1993	YX Properties, LLC	United States of America
MISCELLANEOUS DESIGN (MIDWEST AIRLINES CENTER LOGO)	2907237	11/30/2004	YX Properties, LLC	United States of America
SKYWAY	2763031	9/16/2003	YX Properties, LLC	United States of America

Mark	Registration Number	Registration Date	Owner	Country
THE BEST CARE IN THE AIR	1698071	6/30/1992	YX Properties, LLC	United States of America
THE MIDWEST EXPRESS CONNECTION	2465161	7/3/2001	YX Properties, LLC	United States of America
SKYWAY AIRLINES	NYA	2/9/1994	YX Properties, LLC	United States of America

SCHEDULE C

COPYRIGHTS

None.