

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midwest Air Group, Inc.		09/03/2008	CORPORATION: WISCONSIN
Midwest Airlines, Inc.		09/03/2008	CORPORATION: WISCONSIN
Skyway Airlines, Inc.		09/03/2008	CORPORATION: DELAWARE
Bestcare Holdings, Inc.		09/03/2008	CORPORATION: NEW YORK
Midwest Express Services - Kansas City, Inc.		09/03/2008	CORPORATION: MISSOURI
Midwest Express Services - Omaha, Inc.		09/03/2008	CORPORATION: NEBRASKA
YX Properties, LLC		09/03/2008	LIMITED LIABILITY COMPANY: NEBRASKA

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: 33

Property Type	Number	Word Mark
Registration Number:	3282509	BEST CARE BUSINESS
Registration Number:	2670847	BEST CARE CLUB
Registration Number:	3308539	BEST CARE CUISINE
Registration Number:	2738616	BEST CARE NEWS
Registration Number:	2423930	BEST CARE WEB FARES
Registration Number:	2887643	COOKIE FLIGHT

CH \$840.00 3282509

Registration Number:	3345098	IT'S WHAT CARE MEANS
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
Serial Number:	77212988	EMERGENCY MANAGEMENT EXCELLENCE PEOPLE- FOCUSED BUSINESS CONTINUITY AND INCIDENT MANAGEMENT SOLUTIONS
Serial Number:	77212987	EME

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 2: Attn: Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	037410/93
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	09/03/2008

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of September 3, 2008, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Wells Fargo Bank Northwest, National Association, 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, on July 11, 2008, pursuant to a senior secured credit agreement (as amended by the First Amendment thereto, dated as of July 24, 2008, the Second Amendment thereto, dated as of August 1, 2008, the Third Amendment thereto, dated as of August 11, 2008, the Fourth Amendment thereto, dated as of August 15, 2008, and as otherwise amended, restated, amended and restated, replaced, supplemented or otherwise modified prior to the date hereof, the “*Existing Credit Agreement*”) among Midwest Airlines, Inc., a Wisconsin corporation (the “*Borrower*”), Midwest Air Group, Inc., a Wisconsin corporation (the “*Parent*”), each of the Subsidiaries of the Parent from time to time party thereto, TPG Midwest US V, LLC (“*TPG US*”), as administrative agent, Wells Fargo Bank Northwest, National Association, as collateral agent, and TPG US and TPG Midwest International V, LLC (together with TPG US, the “*Existing Lenders*”), the Existing Lenders extended term loans to the Borrower in an aggregate principal amount of \$15,000,000;

WHEREAS, the Collateral Agent and the Grantors entered into that certain Intellectual Property Agreement, dated as of July 11, 2008 (as amended by the Amendment referred to below, the “*Initial Agreement*”), pursuant to which the Grantors have granted a continuing Lien and security interest to the Collateral Agent in the Collateral to secure obligations of the Grantors under the Existing Credit Agreement;

WHEREAS, the Grantors, Parent and each of the Subsidiaries of the Parent, Northwest Airlines, Inc., a Minnesota corporation (“*Northwest*”) and the Collateral Agent entered into the Reimbursement Agreement (the “*Initial Reimbursement Agreement*”), dated as of July 24, 2008, whereby the Borrower agreed to reimburse Northwest for any draws upon the letter of credit issued by U.S. Bank National Association (in such capacity, the “*U.S. Bank*”) to and for the benefit of U.S. Bank National Association (in such capacity, the “*Processing Bank*”) in the stated amount of \$10,000,000, with Northwest being the account party in respect of such letter of credit, such letter of credit having been issued in order to induce the Processing Bank to release to Midwest \$10,000,000 of cash collateral supporting certain contingent credit card processing obligations of Midwest to the Processing Bank;

WHEREAS, the Grantors, Parent and each of the Subsidiaries of the Parent, Northwest and the Collateral Agent have entered into the Amended and Restated Reimbursement Agreement, dated as of September 3, 2008 as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “*Reimbursement Agreement*”), amending and restating the Initial Reimbursement Agreement;

WHEREAS, the Collateral Agent and the Grantors entered into that certain Intellectual Property Security Agreement Amendment No. 1, dated as of July 24, 2008 (the “*Amendment*”), amending the Initial Agreement to secure obligations of the Borrower, YX and each other Transaction Party (as defined in the Reimbursement Agreement) under the Reimbursement Agreement in addition to the obligations of the Borrower, YX and each other Loan Party (as defined in the Existing Credit Agreement) under the Existing Credit Agreement;

WHEREAS, on September 3, 2008, the Grantors, Parent, each of the Subsidiaries of the Parent, the Existing Lenders, the other Lenders party thereto and Wells Fargo Bank Northwest, National Association, as administrative agent and as collateral agent entered into the Amended and Restated Senior Secured Credit Agreement (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms defined used and not otherwise defined herein are used herein as defined in the Credit Agreement), which amended and restated the Existing Credit Agreement in its entirety;

WHEREAS, 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;

WHEREAS, the Grantors desire by this IP Security Agreement, among other things, to grant to the Collateral Agent for the ratable benefit of the Secured Parties a perfected first priority Lien on the Collateral in accordance with the terms hereof, as security for the Secured Credit Obligations;

WHEREAS, in order to induce the Collateral Agent, the Administrative Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents and in order to induce the Lenders to make the Term Loans as provided for in the Credit Agreement, the Grantors have agreed to amend and restate the Initial Agreement as provided herein; and

WHEREAS, it is the intent of the parties hereto that this IP Security Agreement amend and restate in its entirety the Initial Agreement as provided for herein.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto hereby agree that as of the date hereof the Initial Agreement shall be, and hereby is, amended and restated in its entirety 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 Secured Credit Obligations of such Grantor now or hereafter existing under or in respect of the Secured Credit 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 Credit Obligations and that would be owed by such Grantor to any Secured Party under the Secured Credit 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.

Midwest Air Group, Inc.

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

Midwest Airlines, Inc.

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

Skyway Airlines, Inc.

By: Curtis E. Sawyer
Name: CURTIS E. SAWYER
Title: VP + TREASURER

Bestcare Holdings, Inc.

By: Curtis E. Sawyer
Name: CURTIS E. SAWYER
Title: TREASURER

Midwest Express Services – Kansas City, Inc.

By: Curtis E. Sawyer
Name: CURTIS E. SAWYER
Title: PRESIDENT

Midwest Express Services – Omaha, Inc.

By: Curtis E. Sawyer
Name: CURTIS E. SAWYER
Title: PRESIDENT

YX Properties, LLC

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

By: Curtis E. Sawyer
Name: CURTIS E. SAWYER
Title: PRESIDENT

[Amended and Restated IP Security Agreement]

SCHEDULE A
TO THE AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

PATENTS

None.

SCHEDULE B
TO THE AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

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

Mark	Registration Number	Registration Date	Owner	Country
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
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

Mark	Registration Number	Registration Date	Owner	Country
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
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
EMERGENCY MANAGEMENT EXCELLENCE PEOPLE-FOCUSED BUSINESS CONTINUITY AND INCIDENT MANAGEMENT SOLUTIONS and Design	Pending	Pending	YX Properties, LLC	United States of America
EME	Pending	Pending	YX Properties, LLC	United States of America

SCHEDULE C
TO THE AMENDED AND RESTATED
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

COPYRIGHTS

None.