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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77182424	
Registration Number:	3489700	
Registration Number:	3372612	SITESEER
Registration Number:	3372761	SKYCORP DIRECT
Registration Number:	3410193	BREEZEWAY
Registration Number:	3467076	SKY360
Serial Number:	77422058	MIDNIGHT SKY

OP $190.00 77182424

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, 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:	Mindy M. Lok
Signature:	/ml/
Date:	10/17/2008

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 the date first written below.

DELTA AIR LINES, INC.

By:_____
Name: Paul A. Jacobson
Title: Senior Vice President & Treasurer
Date: September 17, 2008

Accepted and Agreed to:

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

By:_____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date first written below.

DELTA AIR LINES, INC.

By:_____
Name:
Title:
Date:

Accepted and Agreed to:

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

By: [signature]
Name: John DArmania
Title: Authorized signatory
Date: 9/5/08

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark Name	Owner	Application No	Application Date	Registration Date	Registration No
FREED WIDGET (LIVERY)	Delta Airlines, Inc.	77/182,424	16-May-2007	N/A	N/A
FREED WIDGET	Delta Airlines, Inc.	77/182,440	16-May-2007	19-Aug-2008	3,489,700
SITESEER	Delta Air Lines, Inc.	77/190,791	25-May-2007	22-Jan-2008	3,372,612
SKYCORP DIRECT	Delta Air Lines, Inc. Continental Airlines, Inc. Northwest Airlines, Inc.	77/225,091	09-Jul-2007	22-Jan-2008	3,372,761
BREEZEWAY	Delta Air Lines, Inc.	77/230,728	16-Jul-2007	08-Apr-2008	3,410,193
SKY360	Delta Air Lines, Inc.	77/334,545	20-Nov-2007	15-Jul-2008	3,467,076
MIDNIGHT SKY	Delta Air Lines, Inc.	77/422,058	14-Mar-2008	N/A	N/A