

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delta Air Lines, Inc.		07/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Airlines, Inc.		
Street Address:	7500 Airline Drive, Suite 130		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55450		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3386543	COMPASS AIRLINES	
Registration Number:	3370646	C COMPASS AIRLINES	
CORRESPONDENCE DATA			
Fax Number:	(763)571-5157		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	harris@daiplaw.com		
Correspondent Name:	Curtis B. Herbert		
Address Line 1:	1250 East Moore Lake Drive		
Address Line 2:	Moore Lake Plaza, Suite 205		
Address Line 4:	Fridley, MINNESOTA 55432		
ATTORNEY DOCKET NUMBER:	5069.01-02US01		
NAME OF SUBMITTER:	Curtis B. Herbert		
Signature:	/Curtis B. Herbert/		
Date:	08/20/2010		

OP \$65.00 3386543

Total Attachments: 5

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Assignment and Assumption Agreement

This Assignment and Assumption Agreement

("Agreement"), is entered into to be effective as of 12:01 a.m. on July 1, 2010, by and between the parties, **Delta Air Lines, Inc.**, a corporation organized and existing under the laws of the State of Delaware, USA, with offices at 1030 Delta Blvd., Atlanta, Georgia, U.S.A., and **Compass Airlines, Inc.**, a corporation organized and existing under the laws of the State of Delaware, USA, with offices at 7500 Airline Drive; Suite 130, Minneapolis, MN 55450, U.S.A..

Whereas, Delta Air Lines, Inc. is the owner of certain trade names, trademarks and service marks related to the operation of the business known as Compass Airlines, Inc., including those trade names, trademarks and service marks that are the subject of national and regional trademark registrations and applications in the United States of America and other jurisdictions, as more specifically identified in Schedule A attached to this Agreement (collectively, the "Subject Marks");

Whereas, Delta Air Lines, Inc. is the owner of certain goodwill, know-how and general intangibles related to the Subject Marks (the "Subject Intangibles"); and

Whereas, Compass Airlines, Inc., wishes to acquire the Subject Marks, and the Subject Intangibles;

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth below, and other good and valuable consideration as specified in a Stock Purchase Agreement of July 1, 2010, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows

1. Delta Air Lines, Inc. hereby sells, assigns and transfers to Compass Airlines, Inc. all of its rights, title and interest including but not limited to common law rights in and to the Subject Marks and the good will pertinent thereto, and Subject Intangibles. For the avoidance of doubt, in addition to the registrations listed in Schedule A, the Subject Marks include all rights, title and interest in the trade name, trademarks and service marks of "COMPASS AIRLINES" and CA & Design and all variations thereof in all jurisdictions in the world. Delta Airlines, Inc. warrants that the jurisdictions covered under Schedule A include all of the jurisdictions relevant to all current regularly scheduled flights of Compass Airlines, Inc.

2. Compass Airlines, Inc. hereby irrevocably and unconditionally assumes and agrees to assume, pay, honor and discharge, when due and otherwise in accordance with any relevant governing agreements and instruments, all presently unknown obligations and liabilities of Delta Air Lines, Inc. relating to registration of the Subject Marks and the Subject Intangibles, whenever incurred, including periods prior to the effective date of this Agreement accrued, absolute, contingent or otherwise.

3. The parties agree to cooperate with each other in order to effect the transfer of title in the respective jurisdictions in and to the Subject Marks and the Subject Intangibles, with the transfer recorded as applicable. The parties agree that they shall execute and deliver such further confirmatory and supplementary documents as may be required or desirable to record and/or more fully effect such transfer, and as may be called for to effectuate recordal of the transfer in the registry offices/authorities of the respective jurisdictions referred to in the attached Schedule A.

4. Delta Air Lines, Inc. agrees to cooperate and assist Compass Airlines, Inc. in any legal requirements relating to the status, validity or enforceability of the Subject Marks and the Subject Intangibles, including providing Compass Airlines, Inc. with information regarding use of the Subject Marks in connection with products bearing the Subject Marks.

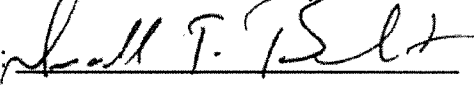
5 This Agreement shall extend to and be binding upon and inure to the benefit of the parties and their respective successors, licensees and assigns.

6. This Agreement may only be modified by an instrument in writing, executed by the parties. This Agreement shall be construed, performed and enforced in accordance with the laws of the State of Georgia without regard to such state's principles of conflicts of law.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below by their duly authorized representatives, as of the date first written above.

DELTA AIR LINES, INC.

By: 

Name: Donald T. Bornhorst

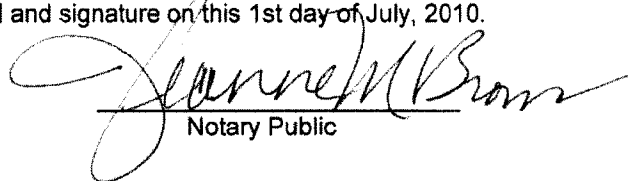
Title: Senior Vice President
- Delta Connection

Acknowledgment

State of Georgia
County of Fulton

The undersigned hereby certifies that the above signer, Donald T. Bornhorst, appeared before me, acknowledging signature of this Assignment with the authorization of, and on behalf of, Delta Air Lines, Inc. Certified by my seal and signature on this 1st day of July, 2010.

JEANNE M BROWN
NOTARY PUBLIC
Fulton County - State of Georgia
My Comm. Expires Dec. 29, 2013


Notary Public

COMPASS AIRLINES, INC.

By: _____

Name: Richard A. Leach

Title: Chief Executive Officer

Acknowledgment

State of _____
County of _____

The undersigned hereby certifies that the above signer, Richard A. Leach, appeared before me, acknowledging signature of this Assignment with the authorization of, and on behalf of, Compass Airlines, Inc. Certified by my seal and signature on this 1st day of July, 2010.

Notary Public

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below by their duly authorized representatives, as of the date first written above.

DELTA AIR LINES, INC.

By: _____

Name: Donald T. Bornhorst

Title: Senior Vice President
- Delta Connection

Acknowledgment

State of Georgia
County of Fulton

The undersigned hereby certifies that the above signer, Donald T. Bornhorst, appeared before me, acknowledging signature of this Assignment with the authorization of, and on behalf of, Delta Air Lines, Inc. Certified by my seal and signature on this 1st day of July, 2010.

Notary Public

COMPASS AIRLINES, INC.

By: _____

Name: Richard A. Leach

Title: Chief Executive Officer

Acknowledgment

State of Missouri
County of St. Charles

The undersigned hereby certifies that the above signer, Richard A. Leach, appeared before me, acknowledging signature of this Assignment with the authorization of, and on behalf of, Compass Airlines, Inc. Certified by my seal and signature on this 1st day of July, 2010.

Notary Public



SANDRA L. CAMPBELL
My Commission Expires
October 31, 2010
St. Charles County
Commission #06550520

SCHEDULE A
SUBJECT MARKS

Subject Mark	Country	Filing Date	Case/Application Number	Owner (record title holder)	Registration Number	Status
Compass Airlines & design (USA)	United States	3/31/2006	78/851361	Delta Air Lines, Inc.	3370646	Registered
CA & design (new 2006) (Canada)	Canada	5/15/2006	1301519	Northwest Airlines, Inc.	TMA741291	Pending
Compass Airlines & design (Mexico)	Mexico	06/08/2006	787337	Northwest Airlines, Inc.	952,688	Registered
Compass Airlines (Canada)	Canada	05/15/2006	1301486	Northwest Airlines, Inc.	TMA741392	Pending
Compass Airlines (Mexico)	Mexico	06/08/2006	787334	Northwest Airlines, Inc.	952,687	Registered
Compass Airlines (USA)	United States	12/16/2005	78/775,255	Delta Air Lines, Inc.	3,386,543	Registered