# OP \$1265.00 2349135

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM597630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Company (as successor in interest to General Electric Capital Corporation)		09/09/2020	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Delta Air Lines, Inc. (as successor in interest to Delta Corporate Identity	
Street Address:	1030 Delta Boulevard
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30320-2574
Entity Type:	Corporation: GEORGIA

#### **PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
Registration Number:	2349135	
Registration Number:	2246236	ALTITUDES
Registration Number:	2521530	BUSINESSELITE
Registration Number:	2538221	CITY DASH
Registration Number:	2682464	CONTROL
Registration Number:	2291036	CROWN ROOM CLUB
Registration Number:	945465	DASH
Registration Number:	654915	DELTA
Registration Number:	2058985	DELTA
Registration Number:	970418	DELTA AIR LINES
Registration Number:	2662451	DELTA AIRELITE
Registration Number:	1733703	DELTA CENTER
Registration Number:	1740294	DELTA CENTER
Registration Number:	2980826	DELTA CONNECTION
Registration Number:	1428763	DELTA CONNECTION
Registration Number:	2351283	DELTA EXPRESS
Registration Number:	2531956	DELTA HORIZONS

TRADEMARK REEL: 007051 FRAME: 0564

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Property Type	Number	Word Mark
Registration Number:	1703774	DELTA SHUTTLE
Registration Number:	2408003	DELTA VACATIONS
Registration Number:	802405	DELTAMATIC
Registration Number:	697598	DREAM VACATION
Registration Number:	2272166	ESCAPE PLAN
Registration Number:	2975726	FAN FARES
Registration Number:	1928151	FLYBUYS
Registration Number:	523611	DELTA AIR LINES
Registration Number:	2594082	MEDALLION
Registration Number:	1595729	MEETING NETWORK
Registration Number:	2564978	MIND YOUR OWN BUSINESS TRAVEL
Registration Number:	2270712	ON TOP OF THE WORLD
Registration Number:	1718831	READY WHEN YOU ARE
Registration Number:	1171170	SKY
Registration Number:	1968255	SKYMILES
Registration Number:	1485570	WE LOVE TO FLY
Registration Number:	1485571	WE LOVE TO FLY AND IT SHOWS
Registration Number:	1143697	
Registration Number:	704103	
Registration Number:	2556013	
Registration Number:	963228	DELTA AIR LINES
Registration Number:	2022300	WORLDWIDE PARTNERS
Registration Number:	1628653	YOUNG AT HEART
Serial Number:	76262628	SKYBONUS
Serial Number:	78468413	DART DISABLED AIRCRAFT RESPONSE TEAM
Serial Number:	76234649	
Serial Number:	76217411	
Serial Number:	78504747	DELTA TRAC
Serial Number:	78504427	GOOD GOES AROUND
Serial Number:	78466615	READYFARES
Serial Number:	78364055	SAVORINGS
Serial Number:	78466630	SIMPLIFARES
Serial Number:	78347837	

## **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1264861 TM REL
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	09/15/2020

## **Total Attachments: 12**

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## NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of September 9, 2020 is made by General Electric Company (as successor in interest to General Electric Capital Corporation), in its capacity as administrative agent (referred to herein as the "Agent"), in favor of Delta Air Lines, Inc. (as successor in interest to Delta Corporate Identity, Inc.), a Delaware corporation (the "Company"), pursuant to that certain Secured Super-Priority Debtor in Possession Credit Agreement, dated as of September 16, 2005 (and as the same may be further amended or modified from time to time, the "Credit Agreement"), among the Company, the Agent and other parties thereto.

#### WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company executed and delivered a Trademark Security Agreement, dated as of September 26, 2005 in favor of the Agent for the benefit of the Secured Parties (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the Secured Parties a lien on and continuing security interest in and to (a) all of the Company's Trademarks and Trademark Licenses to which it is a party, including but not limited to those referred to in Schedule A annexed hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on September 28, 2005, at Reel/Frame No. 3166/0463.

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

- Section 1 <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Credit Agreement).
- Section 2 Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and continuing security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.
- Section 3 <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

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Section 4 Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

Section 5 Choice of Law. This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 6 Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed original.

[Signatures Follow On Next Page.]

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written. GENERAL ELECTRIC COMPANY,

as Agent

By:\_\_\_\_\_Name:

Title: Vicin Title:

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# SCHEDULE A

# Registered Trademarks

No.	Mark	Registration Number	Registration Date	Owner
1.	AIRCRAFT DESIGN (1997)	2349135	5/9/2000	Delta Air Lines, Inc.
2.	ALTITUDES	2246236	5/18/1999	Delta Air Lines, Inc.
3,	BUSINESSELITE	2521530	12/25/2001	Delta Air Lines, Inc.
4.	CITY DASH (NEW)	2538221	2/12/2002	Delta Air Lines, Inc.
5.	CONTROL KEY DESIGN	2682464	2/4/2003	Delta Air Lines, Inc.
6.	CROWN ROOM CLUB	2291036	11/9/1999	Delta Air Lines, Inc.
7.	DASH	945465	10/17/1972	Delta Air Lines, Inc.
8.	DELTA	654915	11/19/1957	Delta Air Lines, Inc.
9.	DELTA & 1960 AIRCRAFT			Delta Air Lines, Inc.
,,	DESIGN	2058985	5/6/1997	
10.	DELTA AIR LINES	970418	10/9/1973	Delta Air Lines, Inc.
11.	DELTA AIRELITE	2662451	12/17/2002	Delta Air Lines, Inc.
12.	DELTA CENTER	1733703	11/17/1992	Delta Air Lines, Inc.
13.	DELTA CENTER (WITH			Delta Air Lines, Inc.
x,	WIDGET LOGO)	1740294	12/15/1992	ar wasse a sas arractory asset
14.	DELTA CONNECTION	2980826	8/2/2005	Delta Air Lines, Inc.
15.	DELTA CONNECTION	1428763	2/10/1987	Delta Air Lines, Inc
16.	DELTA EXPRESS	2351283	5/23/2000	Delta Air Lines, Inc
17.	DELTA HORIZONS	2531956	1/22/2002	Delta Air Lines, Inc
18.	DELTA SHUTTLE	1703774	7/28/1992	Delta Air Lines, Inc.
19.	DELTA VACATIONS	2408003	11/28/2000	Delta Air Lines, Inc.
20.	DELTAMATIC	802405	1/18/1966	Delta Air Lines, Inc.
21.	DREAM VACATION	697598	5/10/1960	Delta Air Lines, Inc.
22.	ESCAPE PLAN	2272166	8/24/1999	Delta Air Lines, Inc.
23.	FAN FARES	2975726	7/26/2005	Delta Air Lines, Inc.
24.	FLYBUYS	1928151	10/17/1995	Delta Air Lines, Inc
25.	FLYING TRIANGLE (OLD			Delta Air Lines, Inc
	LOGO)	523611	4/4/1950	,
26.	MEDALLION	2594082	7/16/2002	Delta Air Lines, Inc
27.	MEETING NETWORK	1595729	5/8/1990	Delta Air Lines, Inc
28.	MIND YOUR OWN	:		Delta Air Lines, Inc
	BUSINESS TRAVEL	2564978	4/30/2002	,
29.	ON TOP OF THE WORLD	2270712	8/17/1999	Delta Air Lines, Inc
30.	READY WHEN YOU ARE	1718831	9/22/1992	Delta Air Lines, Inc
31.	SKY	1171170	9/29/1981	Delta Air Lines, Inc
32.	SKYBONUS	76262628	12/2/2003	Delta Air Lines, Inc
33.	SKYMILES	1968255	4/16/1996	Delta Air Lines, Inc
34.	WE LOVE TO FLY	1485570	4/19/1988	Delta Air Lines, Inc
35.	WE LOVE TO FLY AND IT			Delta Air Lines, Inc
	SHOWS	1485571	4/19/1988	
36.	WIDGET (OPEN)	1143697	12/16/1980	Delta Air Lines, Inc
37.	WIDGET LOGO	704103	9/6/1960	Delta Air Lines, Inc
38.	WIDGET LOGO (NEW)	2556013	4/2/2002	Delta Air Lines, Inc

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39.	WINGED DELTA AIR			Delta Air Lines, Inc.
	LINES IN OVAL LOGO	963228	7/3/1973	
40.	WORLDWIDE PARTNERS	2022300	12/10/1996	Delta Air Lines, Inc.
.48	YOUNG AT HEART	1628653	12/10/1000	Delta Air Lines, Inc.

# <u>Applications for Registration</u>

No.	Mark	Application Number	Application Date	Owner
42.	DART (stylized)	78468413	8/17/2004	Delta Air Lines, Inc.
43.	DELTA FABRIC AIRCRAFT DESIGN	76234649	4/3/2001	Delta Air Lines, Inc.
44.	DELTA FABRIC DESIGN	76217411	2/28/2001	Delta Air Lines, Inc.
45.	DELTA TRAC	78504747	10/22/2004	Delta Air Lines, Inc.
46.	GOOD GOES AROUND	78504427	10/22/2004	Delta Air Lines, Inc.
47.	READYFARES	78466615	8/12/2004	Delta Air Lines, Inc.
48.	SAVORINGS	78364055	2/6/2004	Delta Air Lines, Inc.
49.	SIMPLIFARES	78466630	8/12/2004	Delta Air Lines, Inc.
50.	TAIL SWATCH DEVICE	78347837	1/15/2004	Delta Air Lines, Inc.
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# Trademark Licenses

No.	Licensor	Licensee	Effective Date	Termination Date
51.	Delta Corporate Identity, Inc.	Airliners Distributing, Inc.	9/19/2002	6/30/2006
52.	Delta Corporate Identity, Inc.	Daron Worldwide Trading	2/16/2004	12/31/2005
53.	Delta Corporate Identity, Inc.	Herpa Minituremodelle	4/28/2004	3/31/2006
54.	Delta Corporate Identity, Inc.	New Ray Toys Company	1/1/2004	12/31/2005
55.	Delta Corporate Identity, Inc.	Pacific Miniatures	3/30/2002	12/31/2005
56.	Delta Corporate Identity, Inc.	Schabak Models	3/14/2003	12/31/2005
57.	Delta Corporate Identity, Inc.	Sherpa's Pet Trading Co.	5/5/2004	12/31/2005
58.	Delta Corporate Identity, Inc.	Showcase Airplane Company, Inc	1/16/2004	6/30/2006
59.	Delta Corporate Identity, Inc.	Genesis Worldwide	2/1/1997	12/31/2005

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#### NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of September 9, 2020 is made by General Electric Company (as successor in interest to General Electric Capital Corporation), in its capacity as collateral agent (referred to herein as the "Agent"), in favor of Delta Air Lines, Inc. (as successor in interest to Delta Corporate Identity, Inc.), a Delaware corporation (the "Company"), pursuant to that certain Security Agreement, dated as of November 30, 2004 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and other parties thereto.

## WITNESSETH:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered a Trademark Security Agreement, dated as of November 30, 2004, in favor of the Agent for the benefit of the Secured Parties (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the Secured Parties a lien on and continuing security interest in and to (a) all of the Company's Trademarks and Trademark Licenses to which it is a party, including but not limited to those referred to in Schedule A annexed hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on December 2, 2004, at Reel/Frame No. 2983/0662.

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

- Section 1 <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
- Section 2 Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and continuing security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.
- Section 3 <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

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Section 4 Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

Section 5 Choice of Law. This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 6 Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed original.

[Signatures Follow On Next Page.]

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written. GENERAL ELECTRIC COMPANY,

as Agent

By:\_\_\_\_ Name:

Title:

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# SCHEDULE A

# Registered Trademarks

No.	Mark	Registration Number	Registration Date	Owner
	CITY DASH ( NEW)	2538221	2/12/2002	Delta Air Lines, Inc.
1. 2.	AIRCRAFT DESIGN	£JJ0££1	4:14:4004	Delta Air Lines, Inc.
	(1997)	2349135	5/9/2000	
3.	ALTITUDES	2246236	5/18/1999	Delta Air Lines, Inc.
4.	BUSINESSELITE	2521530	12/25/2001	Delta Air Lines, Inc.
5.	CONTROL KEY DESIGN	2682464	2/4/2003	Delta Air Lines, Inc.
6.	CROWN ROOM CLUB	2291036	11/9/1999	Delta Air Lines, Inc.
7.	DASH	945465	10/17/1972	Delta Air Lines, Inc.
8.	DELTA	654915	11/19/1957	Delta Air Lines, Inc.
9.	DELTA & 1960			Delta Air Lines, Inc.
	AIRCRAFT DESIGN	2058985	5/6/1997	
10.	DELTA AIR LINES	970418	10/9/1973	Delta Air Lines, Inc.
11.	DELTA AIRELITE	2662451	12/17/2002	Delta Air Lines, Inc.
12.	DELTA CENTER	1733703	11/17/1992	Delta Air Lines, Inc.
13.	DELTA CENTER (WITH WIDGET LOGO)	1740294	12/15/1992	Delta Air Lines, Inc.
14.	DELTA CONNECTION	1428763	2/10/1987	Delta Air Lines, Inc.
15.	DELTA EXPRESS	2351283	5/23/2000	Delta Air Lines, Inc.
16.	DELTA HORIZONS	2531956	1/22/2002	Delta Air Lines, Inc.
17.	DELTA SHUTTLE	1703774	7/28/1992	Delta Air Lines, Inc.
18.	DELTA VACATIONS	2408003	11/28/2000	Delta Air Lines, Inc.
19.	DELTAMATIC	802405	1/18/1966	Delta Air Lines, Inc.
20.	DREAM VACATION	697598	5/10/1960	Delta Air Lines, Inc.
21.	ESCAPE PLAN	2272166	8/24/1999	Delta Air Lines, Inc.
22.	EXTRA CREDIT DELTA AIR LINES	2217263	1/12/1999	Delta Air Lines, Inc
23.	FLYBUYS	1928151	10/17/1995	Delta Air Lines, Inc.
24.	FLYING TRIANGLE (OLD LOGO)	523611	4/4/1950	Delta Air Lines, Inc.
25.	JUST PLANE COOKIES	2278999	9/21/1999	Delta Air Lines, Inc.
26.	MEDALLION	2594082	7/16/2002	Delta Air Lines, Inc.
27.	MEETING NETWORK	1595729	5/8/1990	Delta Air Lines, Inc.
28.	MIND YOUR OWN BUSINESS TRAVEL	2564978	4/30/2002	Delta Air Lines, Inc.
29.	ON AIR	2251527	6/8/1999	Delta Air Lines, Inc.
30.	ON TOP OF THE WORLD	2270712	8/17/1999	Delta Air Lines, Inc.
31.	READY WHEN YOU ARE	1718831	9/22/1992	Delta Air Lines, Inc.
32.	SKY	1171170	9/29/1981	Delta Air Lines, Inc.
33.	SKYBONUS	76262628	12/2/2003	Delta Air Lines, Inc.
34.	SKYMILES	1968255	4/16/1996	Delta Air Lines, Inc.
35.	WE LOVE TO FLY	1485570	4/19/1988	Delta Air Lines, Inc.

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36.	WE LOVE TO FLY AND			Delta Air Lines, Inc.
	IT SHOWS	1485571	4/19/1988	
37.	WESTERN	998342	11/12/1974	Delta Air Lines, Inc.
38.	WIDGET (OPEN)	1143697	12/16/1980	Delta Air Lines, Inc.
39.	WIDGET LOGO	704103	9/6/1960	Delta Air Lines, Inc.
40.	WIDGET LOGO (NEW)	2556013	4/2/2002	Delta Air Lines, Inc.
41.	WINGED DELTA AIR			Delta Air Lines, Inc.
	LINES IN OVAL LOGO	963228	7/3/1973	
42.	WORLDWIDE PARTNERS	2022300	12/10/1996	Delta Air Lines, Inc.
43.	YOUNG AT HEART	1628653	12/18/1990	Delta Air Lines, Inc.

# Applications for Registration

No.	Mark	Application Number	Application Date	Owner
44.	DART (stylized)	78468413	8/17/2004	Delta Air Lines, Inc.
45.	DELTA CONNECTION	78313739	10/15/2003	Delta Air Lines, Inc.
46.	DELTA FABRIC AIRCRAFT DESIGN	76234649	4/3/2001	Delta Air Lines, Inc.
47.	DELTA FABRIC DESIGN	76217411	2/28/2001	Delta Air Lines, Inc.
48.	DELTA TRAC	78504747	10/22/2004	Delta Air Lines, Inc.
49.	FAN FARES	78303290	9/22/2003	Delta Air Lines, Inc.
50.	GOOD GOES AROUND	78504427	10/22/2004	Delta Air Lines, Inc.
51.	READYFARES	78466615	8/12/2004	Delta Air Lines, Inc.
52.	SAVORINGS	78364055	2/6/2004	Delta Air Lines, Inc.
53.	SIMPLIFARES	78466630	8/12/2004	Delta Air Lines, Inc.
54.	TAIL SWATCH DEVICE	78347837	1/15/2004	Delta Air Lines, Inc.

# Trademark Licenses

No.	Licensor	Licensee	Effective Date	Termination Date
55.	Delta Corporate Identity, Inc.	Airliners Distributing, Inc.	9/19/2002	6/30/2006
56.	Delta Corporate Identity, Inc.	Daron Worldwide Trading	2/16/2004	12/31/2005

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No.	Licensor	Licensee	Effective Date	Termination Date
57.	Delta Corporate Identity, Inc.	Pacific Miniatures	3/30/2002	12/31/2005
58.	Delta Corporate Identity, Inc.	Sherpa's Pet Trading Co.	5/5/2004	12/31/2005
59.	Delta Corporate Identity, Inc.	Genesis Worldwide	2/1/1997	12/31/2005

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**RECORDED: 09/15/2020**