

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Grant of Security Interest in Patent Rights

CONVEYING PARTY DATA

Name	Execution Date
Delta Air Lines, Inc.	04/30/2007
Delta Technology, L.L.C.	04/30/2007

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004

PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	7171369
Patent Number:	6959287
Patent Number:	6851202
Patent Number:	6804658
Patent Number:	6706373
Patent Number:	6688015
Patent Number:	6432486
Patent Number:	5570801
Application Number:	60899817
Application Number:	60810966
Application Number:	11543729
Application Number:	11516461
Application Number:	11009945
Application Number:	10835931

PATENT

500279636

REEL: 019304 FRAME: 0789

OP \$1040.00 7171369

Application Number:	10803476
Application Number:	10651822
Application Number:	10406960
Application Number:	10366113
Application Number:	10178078
Application Number:	10099075
Application Number:	10072971
Application Number:	10038528
Application Number:	09972857
Application Number:	09968738
Application Number:	09952436
Application Number:	09778220

#### CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7609  
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 Correspondent Name: Kirstie Howard, 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
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NAME OF SUBMITTER:	Kirstie Howard
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Total Attachments: 7  
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THIS SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT 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 PATENT RIGHTS**

This SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of April 30, 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, and 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 Patents 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 Patents constituting Collateral (including, without limitation, the U.S. Patent registrations and applications listed on Schedule A hereto) (collectively, the "Patent 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 Patent 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.

**SECOND LIEN GRANT OF SECURITY INTEREST  
IN PATENT RIGHTS**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed and delivered by their respective officers on this \_\_\_ day of April, 2007.

**DELTA AIR LINES, INC.**

By: 

Name: Paul A. Jacobson

Title: Vice President and Treasurer

**DELTA TECHNOLOGY, L.L.C.**

By: 

Name: E. Alan Arnold

Title: Secretary

Accepted and Agreed to:

**GOLDMAN SACHS CREDIT PARTNERS,  
L.P.**

as Administrative Agent for the Lenders

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

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

Title: \_\_\_\_\_

SECOND LIEN GRANT OF SECURITY INTEREST  
IN PATENT RIGHTS

3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed and delivered by their respective officers on this \_\_\_ day of April, 2007.

DELTA AIR LINES, INC.


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

DELTA TECHNOLOGY, L.L.C.

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

Accepted and Agreed to:

GOLDMAN SACHS CREDIT PARTNERS,  
L.P.  
as Administrative Agent for the Lenders

By:   
Name: BRUCE H. MENDELSON  
Title: AUTHORIZED SIGNATORY

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

<b>TITLE</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>APPLICATION NUMBER FILING DATE</b>	<b>PATENT NUMBER GRANT DATE</b>
Method and System for Providing Dynamic and Real-Time Air Travel Information	Delta Air Lines, Inc.	United States	09/708,890 11/08/2000	7,171,369 01/30/2007
Method and System for Conducting a Target Audit in High Volume Transaction Environment	Delta Air Lines, Inc.	United States	09/892,604 06/27/2001	6,959,287 10/25/2005
System and Method for Selection of Bearings	Delta Air Lines, Inc.	United States	10/772,713 02/05/2004	6,851,202 02/08/2005
Method and System for Origin-Destination Passenger Demand Forecast Inference	Delta Air Lines, Inc.	United States	10/313,556 12/06/2002	6,804,658 10/12/2004
Digital Placard Production Process	Delta Air Lines, Inc.	United States	09/796,352 03/02/2001	6,706,373 03/16/2004
System and Method for Selection of Wheel Bearings	Delta Air Lines, Inc.	United States	09/888,833 06/25/2001	6,688,015 02/10/2004
Surface Treatments for Articles and Vehicles	Delta Air Lines, Inc.	United States	09/554,590 08/15/2000	6,432,486 08/13/2002
Barless Cargo Container Cover Combination	Delta Air Lines, Inc.	United States	08/544,216 10/17/1995	5,570,801 11/05/1996
System and Method for Managing Flight Turn Time Violations	Delta Air Lines, Inc.	United States	60/899817 02/06/2007	
Codeshare Flight Profitability System II	Delta Air Lines, Inc.	United States	60/810,966 06/05/2006	
Method and System for Selection of Codeshare Routes in a Transportation System	Delta Air Lines, Inc.	United States	11/543,729 10/05/2006	
Method and System for Providing Dynamic and Real-Time Air Travel Information	Delta Air Lines, Inc.	United States	11/516,461 09/06/2006	

<b>TITLE</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>APPLICATION NUMBER FILING DATE</b>	<b>PATENT NUMBER GRANT DATE</b>
Method and System for Estimating Price Elasticity of Product Demand	Delta Air Lines, Inc.	United States	11/009,945 12/10/2004	
Method and System for Providing Rebooking Information to Passengers	Delta Air Lines, Inc.	United States	10/835,931 04/30/2004	
Method and System for Obtaining Service Reward Credits for a Customer Loyalty Program Via a Stored Value Token	Delta Air Lines, Inc.	United States	10/803,476 03/17/2004	
Enterprise Data Model	Delta Air Lines, Inc.	United States	10/651,822 08/29/2003	
Method and System for Rebooking a Passenger	Delta Air Lines, Inc.	United States	10/406,960 04/04/2003	
Method and System for Implementing Security in the Travel Industry	Delta Air Lines, Inc.	United States	10/366,113 02/12/2003	
System and Method for Managing Customer Requests	Delta Air Lines, Inc.	United States	10/178,078 06/21/2002	
Revenue Recognition System and Method for Efficiently Performing Business-Related Processing and Storing of Event Information Related to a Transaction	Delta Air Lines, Inc.	United States	10/099,075 03/13/2002	
Method and System of Forecasting Unscheduled Component Demand	Delta Technology, L.L.C.	United States	10/072,971 02/12/2002	
Exchanging Electronic Messages Between a Host Computer System and a Distributed Computer System	Delta Air Lines, Inc.	United States	10/038,528 01/02/2002	
Measuring Tools and Method for Performing Measurements in Mating Machine Parts	Delta Air Lines, Inc.	United States	09/972,857 10/10/2001	



<b>TITLE</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>APPLICATION NUMBER FILING DATE</b>	<b>PATENT NUMBER GRANT DATE</b>
System and Method for Boarding Passengers Onto Multiple Vehicles	Delta Air Lines, Inc.	United States	09/968,738 09/28/2001	
Method and System for Providing Current Data to Baggage Handlers	Delta Air Lines, Inc.	United States	09/952,436 09/14/2001	
Method and System for Transferring Connecting Baggage	Delta Air Lines, Inc.	United States	09/778,220 02/06/2001	