

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
MLT Inc.		11/24/2008	CORPORATION: MINNESOTA
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: 11			
Property Type	Number	Word Mark	
Registration Number:	2425286	NORTHWEST AIRLINES WORLDVACATIONS	
Registration Number:	2425217	NORTHWEST WORLDVACATIONS	
Registration Number:	3285394	NWA WORLDVACATIONS	
Registration Number:	3285393	NWA WORLDVACATIONS	
Registration Number:	3285392	NWA WORLDVACATIONS	
Registration Number:	2383117	WHEN YOU WANT A VACATION THAT'S WORRY-FREE, ASK FOR IT BY NAME	
Registration Number:	2383116	WHEN YOU WANT A VACATION THAT'S WORRY-FREE, ASK FOR IT BY NAME	
Registration Number:	2380234	WORLDVACATIONS	
Registration Number:	2275643	WORRY-FREE	
Registration Number:	2568372	WORRY-FREE VACATIONS	
Registration Number:	2554066	WORRY-FREE VACATIONS	
CORRESPONDENCE DATA			

OP \$290.00 2425286

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ATTORNEY DOCKET NUMBER:	509265/1273
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	12/11/2008

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. (the "Borrower"), a Delaware corporation, and each of the other Loan Parties (as defined therein).

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

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 24, 2008, is made by each Subsidiary of the Borrower signatory hereto (each, an "Additional Grantor"), 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 Grantors (as defined therein), 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, each of the Additional Grantors has become bound by the provisions of the Second Lien Security Agreement as a "Grantor" thereunder by executing and delivering an Instrument of Assumption and Joinder (the "Assumption Agreement");

WHEREAS, pursuant to the Assumption Agreement and the Second Lien Security Agreement, the Additional 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 Additional 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 Additional 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 Additional Grantors hereby pledge and grant a continuing security interest in all of the Additional 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.

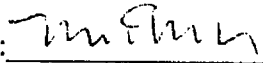
SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Priority Secured Parties 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 Additional 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 this 24th day of November, 2008.

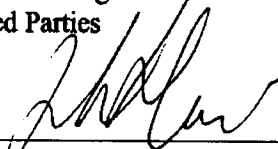
MLT INC.

By: 
Name: Michael L. Miller
Title: Vice President & Secretary

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed to:

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

By: 
Name: _____
Title: **John Darman**
Authorized Signa

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Northwest Airlines WorldVacations	MLT	1/30/2001	2425286
Northwest WorldVacations	MLT	1/30/2001	2425217
NWA WorldVacations	MLT	8/28/2007	3,285,394
NWA WorldVacations	MLT	8/28/2007	3,285,393
NWA WorldVacations	MLT	8/28/2007	3,285,392
When you want a vacation that's worry free...	MLT	9/5/2000	2383117
When you want a vacation that's worry free...	MLT	9/5/2000	2383116
WorldVacations	MLT	8/29/2000	2380234
Worry-Free	MLT	9/7/1999	2275643
Worry-Free Vacations	MLT	5/7/2002	2568372
Worry-Free Vacations & Design	MLT	3/26/2002	2554066