

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		04/20/2011	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	Delta Air Lines, Inc.
Street Address:	1030 Delta Boulevard
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30320-6001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Serial Number:	77182424	
Registration Number:	3489700	
Registration Number:	3372612	SITSEER
Registration Number:	3372761	SKYCORP DIRECT
Registration Number:	3410193	BREEZEWAY
Registration Number:	3467076	SKY360
Serial Number:	77422058	MIDNIGHT SKY
Serial Number:	77684419	DELTA SKY CLUB
Serial Number:	77681290	TRAVEL TREATS
Serial Number:	77681263	FLIGHT DELIGHTS
Registration Number:	3017408	
Registration Number:	1925399	AGENCY NEWSLINE
Registration Number:	2209250	AIRCARES
Registration Number:	3371856	BIZ PERKS

TRADEMARK

900191917

REEL: 004541 FRAME: 0853

OP \$1790.00 77182424

Registration Number:	3465366	BIZ PERKS
Registration Number:	2462844	BIZFLEX
Registration Number:	3386543	COMPASS AIRLINES
Registration Number:	3370646	C COMPASS AIRLINES
Registration Number:	2110873	CONNECTFIRST
Registration Number:	2902675	CORPNET
Registration Number:	2001628	CORPORATE NEWSLINE
Registration Number:	2089154	CYBERSAVER
Registration Number:	2290289	CYBERSAVERS
Registration Number:	1923616	DINING FOR MILES
Registration Number:	1935126	DINING FOR MILES
Registration Number:	2273101	E-FIRST
Registration Number:	1808613	FASTRAK
Registration Number:	3430620	KIDCARES
Registration Number:	2103576	MILES ABOVE
Registration Number:	1721791	NORTHWEST
Registration Number:	1616090	NORTHWEST
Registration Number:	1718838	NORTHWEST AIRLINES
Registration Number:	2656335	NORTHWEST AIRLINES CARGO
Registration Number:	2744100	NORTHWEST AIRLINES WORLDGATEWAY
Registration Number:	2384432	NORTHWEST AIRLINK
Registration Number:	2703893	NORTHWEST WORLDGATEWAY
Registration Number:	2978867	NOW YOU'RE FLYING SMART
Registration Number:	1675020	NW
Registration Number:	1590191	NW
Registration Number:	2575777	NWA
Registration Number:	3491584	NWA
Registration Number:	3167924	NWA AIRLINK
Registration Number:	3201735	NWA CARGO
Registration Number:	3427515	NWA EXTRAS
Registration Number:	2271908	NWA.COM
Registration Number:	2546756	NWA.COM CHECK-IN
Registration Number:	2477928	NWA.COM FROM ANYWHERE
Registration Number:	2850937	NWA
Registration Number:	3239649	PERKPASS

	3239648	PERKSAVER
Registration Number:	2422544	
Registration Number:	2264931	NORTHWEST
Registration Number:	2545539	S.M.A.R.T. DESK
Registration Number:	2139859	SPECIFIC AIR
Registration Number:	2146818	STANDARD AIR
Registration Number:	2210561	VIP SAME DAY PACKAGE SERVICE
Registration Number:	2279631	WORLD MEETING AND INCENTIVE LINE
Registration Number:	3239886	WORLDAGENT DIRECT
Registration Number:	3239887	WORLDAGENT DIRECT
Registration Number:	1559278	WORLDCLUBS
Registration Number:	2767637	WORLDGATEWAY
Registration Number:	2456623	WORLDGEAR
Registration Number:	2362968	WORLDKIDS
Registration Number:	2411098	WORLDKIDS
Registration Number:	2383824	WORLDKIDS
Registration Number:	2147896	WORLDPERKS
Registration Number:	1925939	WORLDPERKS
Registration Number:	2605736	WORLDPERKS MALL
Registration Number:	2953625	WORLDSMART
Registration Number:	3504637	NWA EARTHCARES
Registration Number:	3571267	BIZ PERKS

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1580
NAME OF SUBMITTER:	Marcela Robledo
Signature:	/mr/
Date:	05/13/2011

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE effective as of April 20, 2011, from GOLDMAN SACHS CREDIT PARTNERS L.P., a Bermuda Limited Partnership, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to DELTA AIR LINES, INC. a Delaware corporation with its principal place of business located at 1030 Delta Boulevard, Atlanta, Georgia (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Security Agreement, dated April 30, 2007, made by the Grantors (as defined therein) 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"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to each of the Second Lien Grant of Security Interest in Trademark Rights executed September 17, 2008 and effective as of May 8, 2007, among the Agent and the Borrower (the "First Supplemental Security Agreement"); and the Second Lien Grant of Security Interest in Trademark Rights executed June 30, 2009 and effective as of April 30, 2007, among the Agent and the Borrower (the "Second Supplemental Security Agreement"), the Borrower, by reference to the Second Lien Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, NORTHWEST AIRLINES, INC. a Minnesota corporation (the "Additional Grantor") became 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 each of the Second Lien Grant of Security Interest in Trademark Rights dated November 24, 2008, among the Agent and the Additional Grantor (the "NWA Security Agreement"); the Second Lien Grant of Security Interest in Trademark Rights executed April 22, 2009 and effective as of April 30, 2007, among the Agent and the Additional Grantor (the "First Supplemental NWA Security Agreement"); and the Second Lien Grant of Security Interest in Trademark Rights executed June 30, 2009 and effective as of April 30, 2007, among the Agent and the Additional Grantor (the "Second Supplemental NWA Security Agreement"), the Additional Grantor, by reference to the Second Lien Security Agreement and the Assumption Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the First Supplemental Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 17, 2008 at Reel 003873 and Frame 0257; the Second Supplemental Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 17, 2009 at Reel 004026 and Frame 0745; the NWA Security Agreement was recorded in the Trademark Division of the

United States Patent and Trademark Office on December 11, 2008 at Reel 003901 and Frame 0328; the First Supplemental NWA Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 20, 2009 at Reel 003990 and Frame 0814; and the Second Supplemental NWA Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 17, 2009 at Reel 004026 and Frame 0391;

WHEREAS, pursuant to a merger agreement dated December 31, 2009 between Borrower and Additional Grantor and recorded in the Trademark Division of the United States Patent and Trademark Office on January 19, 2010 at Reel 004133 and Frame 0242, all of Additional Grantor's Trademark Collateral was transferred to the Borrower;

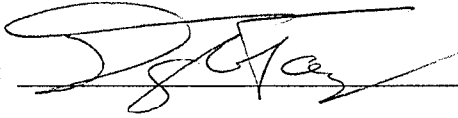
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Second Lien Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Second Lien Security Agreement.
2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: 

Name: **Douglas Tansey**
Authorized Signatory

Title:

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
SITESLER	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

Mark Name	Application No	Registration Date
DELTA Sky Club & Widget Device (Color)	77/684,419	3/5/2009
Travel Treat	77/681,290	3/2/2009
Flight delights	77/681,263	3/2/2009

Registered U.S. Trademarks

2003 Tail Logo Design	Northwest Airlines	11/22/2005	3017408
Agency Newsline	Northwest Airlines	10/10/1995	1,925,399
AirCares	Northwest Airlines	12/8/1998	2,209,250
Biz Perks	Northwest Airlines	1/22/2008	3371856
Biz Perks	Northwest Airlines	7/15/2008	3485366
BizFlex (changing to Biz Flex)	Northwest Airlines	6/19/2001	2482844
Compass Airlines	Northwest Airlines	2/19/2008	3,386,543
Compass Airlines & design	Northwest Airlines	1/15/2008	3,370,646
ConnectFirst	Northwest Airlines	11/4/1997	2,110,873
CorpNet	Northwest Airlines	11/16/2004	2902675
Corporate Newsline	Northwest Airlines	9/17/1998	2001628
CyberSaver	Northwest Airlines	8/19/1997	2089154
CyberSavers	Northwest Airlines	11/2/1999	2290289
Dining for Miles	Northwest Airlines	10/3/1995	1923616
Dining for Miles	Northwest Airlines	11/14/1995	1935128
E-First	Northwest Airlines	8/24/1999	2,273,101
FasTrak	Northwest Airlines	11/30/1993	1808613
KidCares	Northwest Airlines	5/20/2008	3,430,620
Miles Above	Northwest Airlines	10/7/1997	2,103,576
Northwest	Northwest Airlines	10/8/1992	1721791
Northwest	Northwest Airlines	10/2/1980	1616090
Northwest Airlines	Northwest Airlines	9/22/1992	1718838
Northwest Airlines Cargo	Northwest Airlines	12/3/2002	2,656,335
Northwest Airlines WorldGateway	Northwest Airlines	7/29/2003	2744100
Northwest Airlink	Northwest Airlines	9/12/2000	2,384,432
Northwest WorldGateway	Northwest Airlines	4/8/2003	2,703,893
Now You're Flying Smart	Northwest Airlines	7/28/2005	2978887
NW Oval	Northwest Airlines	2/11/1992	1675020
NW Oval	Northwest Airlines	4/3/1990	1590191
NWA	Northwest Airlines	6/4/2002	2575777
		8/26/2008	3491584
NWA Airlink	Northwest Airlines	11/7/2006	3,167,924
NWA Cargo	Northwest Airlines	1/23/2007	3,201,735
NWA Extras	Northwest Airlines	5/13/2008	3,427,515
NWA.COM	Northwest Airlines	8/24/1999	2271908
NWA.COM CHECK-IN	Northwest Airlines	3/12/2002	2546756
nwa.com from anywhere	Northwest Airlines	8/14/2001	2477928

Partial compass & red tail logo	Northwest Airlines	8/8/2004	2850937
PerkPass	Northwest Airlines	5/8/2007	3239649
PerkSaver	Northwest Airlines	5/7/2007	3239648
Red, Gray, Blue & White (The Colors)	Northwest Airlines	1/23/2001	2422544
Red, Gray, Blue & White Northwest/NW & Design	Northwest Airlines	7/27/1999	2284931
S.M.A.R.T. Desk	Northwest Airlines	3/12/2002	2,545,539
Specific Air	Northwest Airlines	2/24/1998	2,139,859
Standard Air	Northwest Airlines	3/24/1998	2,146,818
VIP Same Day Package Service	Northwest Airlines	12/15/1998	2210561
World Meeting and Incentive Line	Northwest Airlines	9/21/1999	2,279,831
WorldAgent Direct	Northwest Airlines	5/8/2007	3239886
WorldAgent Direct (and Design)	Northwest Airlines	5/7/2007	3239887
WorldClubs	Northwest Airlines	10/3/1989	1559278
WorldGateway	Northwest Airlines	9/23/2003	2767637
WorldGear	Northwest Airlines	6/5/2001	2456823
WorldKids	Northwest Airlines	6/27/2000	2362968
WorldKids	Northwest Airlines	9/5/2000	2411098
WorldKids	Northwest Airlines	9/5/2000	2383824
WorldPerks	Northwest Airlines	3/31/1998	2,147,896
WorldPerks	Northwest Airlines	10/10/1995	1925939
WorldPerks Mail	Northwest Airlines	8/8/2002	2805736
WorldSmart	Northwest Airlines	5/17/2005	2953625

Mark Name	Owner	Jurisdiction	Registration Date	Registration No
NWA EARTHCARES	Northwest Airlines	United States	9/23/2008	3504637

Mark Name	Registration No	Registration Date
Biz Perks	3,571,267	2/10/2009