

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRAVELPORT, INC.		05/08/2012	CORPORATION: DELAWARE
TRAVELPORT, LP		05/08/2012	LIMITED PARTNERSHIP: DELAWARE
TRAVELPORT OPERATIONS, INC.		05/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3753654	ASK TRAVELPORT
Registration Number:	2533290	THOR
Registration Number:	2252615	THOR
Registration Number:	2613296	THOR
Registration Number:	2479890	THOR
Registration Number:	2679926	TRAVELPORT
Registration Number:	3843199	TRAVELPORT
Registration Number:	2958286	TRAVELPORT EXPRESS
Registration Number:	3699677	TRAVELPORT FARE VERIFIED
Registration Number:	3617030	TRAVELPORT RAPID REPRICE
Registration Number:	3720208	

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Registration Number:	3842009	TRAVELPORT TRAVERSA
Registration Number:	3617033	TRAVELPORT VIEWTRIP
Registration Number:	1268761	APOLLO
Registration Number:	2770579	APOLLO
Registration Number:	3555633	APOLLO
Registration Number:	1990503	CAR SELECT
Registration Number:	1754967	COMMUNICATIONS INTEGRATOR
Registration Number:	1924274	FASTCLIP
Registration Number:	1924272	FASTMAIL
Registration Number:	1508532	FOCALPOINT
Registration Number:	1599827	FOCALPOINT
Registration Number:	1617443	FOCALPOINT
Registration Number:	2572524	GALILEO
Registration Number:	1647908	GALILEO
Registration Number:	3192513	GALILEO VIEWTRIP
Registration Number:	1739496	
Registration Number:	1750832	LEISURESHOPPER
Registration Number:	1399066	MONEY \$AVER
Registration Number:	1962894	POWER PRICING
Registration Number:	2115536	POWER SHOPPER
Registration Number:	2004517	SCRIPTPRO
Registration Number:	1947439	SECURATE
Registration Number:	1955617	TECHXCHANGE
Registration Number:	3138318	TRAVEL TECHNOLOGY SO ADVANCED, IT'S SIMPLE
Registration Number:	2825299	VIEWPOINT
Registration Number:	1608514	WORLDSPAN
Registration Number:	1874327	WORLDSPAN AIRLINE SOURCE
Registration Number:	2189417	WORLDSPAN
Registration Number:	1785867	WORLDSPAN CAR SOURCE
Registration Number:	2209715	WORLDSPAN CORPORATE FLEET
Registration Number:	3204293	WORLDSPAN FARESOURCE
Registration Number:	1828591	
Registration Number:	2275654	WORLDSPAN GO!
Registration Number:	1877037	WORLDSPAN HOTEL SELECT
Registration Number:	1784474	WORLDSPAN HOTEL SOURCE

	3089656	WORLDSPAN INTERCHANGE
Registration Number:	2971585	WORLDSPAN RAPID REPRICE
Registration Number:	3209726	WORLDSPAN RATE RUNNER
Registration Number:	1785868	WORLDSPAN TOUR SOURCE
Registration Number:	3345399	TRAVELPORTSAVER
Serial Number:	85372664	TRAVELPORT ROOMS AND MORE

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37910
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/16/2012

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of May 8, 2012, is made by TRAVELPORT INC., a Delaware corporation with offices located at Morris Corporate Center III, 300 Interpace Parkway, Building C, Parsippany, New Jersey 07054, TRAVELPORT, LP, a Delaware limited partnership with offices located at 300 Galleria Parkway, N.W., Atlanta, Georgia 30339, and TRAVELPORT OPERATIONS, INC., a Delaware corporation with offices located at Morris Corporate Center III, 300 Interpace Parkway, Building C, Parsippany, New Jersey 07054, (each, a “Grantor” and collectively, the “Grantors”), in favor of CREDIT SUISSE AG, as Collateral Agent (the “Agent”) for Secured Parties under the Credit Agreement, dated as of May 8, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TRAVELPORT LLC, a Delaware limited liability company (the “Borrower”), TRAVELPORT LIMITED, a company incorporated under the laws of Bermuda (“Holdings”), WALTONVILLE LIMITED, a company incorporated under the laws of Gibraltar (“Intermediate Parent”), TDS INVESTOR (LUXEMBOURG) S.À R.L., a *société à responsabilité limitée* incorporated under the laws of Luxembourg (“TDS Intermediate Parent”), the Agent and each Lender from time to time party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, Borrower, Intermediate Parent, TDS Intermediate Parent, each Grantor and certain other related entities of the Borrower have executed and delivered that certain Intellectual Property Security Agreement, dated as of May 8, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “IP Security Agreement”);

WHEREAS, pursuant to the IP Security Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranties, each Grantor assigned and pledged, to the Agent, its successors and assigns, for the benefit of the Secured Parties, and granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in, to and under any and all of the Collateral, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Agent and the 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 and the IP Security Agreement.

SECTION 2. Grant of Security Interests. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranties, each Grantor hereby assigns and pledges to the Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of the applicable Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed under such Grantor's name on Schedule A hereto). Notwithstanding anything herein to the contrary, the Collateral shall not include any intent-to-use application for a Trademark that may be deemed invalidated, cancelled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the acceptable evidence of use of such Trademark is filed with the United States Patent and Trademark Office and grant and/or enforcement of the security interest will not affect the status or validity of such application for such Trademark or the resulting registration, except in the event that the collateral securing any Senior Lien Indebtedness or any Pari Passu Lien Indebtedness includes such application.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted hereby have been granted to the Agent in connection with the IP Security Agreement and are expressly subject to the terms and conditions thereof. The IP Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic image transmission (e.g. "PDF" or "TIF" via electronic email) shall be as effective as delivery of a manually signed counterpart of this Agreement.

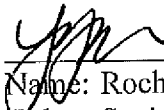
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

TRAVELPORT, LP

BY: TRAVELPORT HOLDINGS,
LLC, as General Partner


By: 
Name: Rochelle J. Boas
Title: Senior Vice President
and Secretary of
Travelport Holdings,
LLC, as General Partner

TRAVELPORT INC.
WORLDSPAN TECHNOLOGIES
INC.

By: 
Name: Rochelle J. Boas
Title: Senior Vice President
and Secretary

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS
Branch, as Collateral Agent

By: 
Name: JUDITH E. SMITH
Title: MANAGING DIRECTOR

By: 
Name: Tyler R. Smith
Title: Associate

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS OWNED BY
TRAVELPORT INC.**

Trademark	App. No.	Reg. No.	Status	Country	App. Date	Reg. Date	Record Owner
ASK TRAVELPORT	77/519455	3753654	Registered	United States of America	10-Jul-2008	02-Mar-2010	Travelport Inc.
THOR	75/693851	2533290	Registered	United States of America	28-Apr-1999	29-Jan-2002	Travelport Inc.
THOR	75/344802	2252615	Registered	United States of America	21-Aug-1997	15-Jun-1999	Trip.com, Inc.*
THOR & Design	76/104845	2613296	Registered	United States of America	08-Aug-2000	27-Aug-2002	Travelport Inc.
THOR DESIGN	76/104844	2479890	Registered	United States of America	08-Aug-2000	21-Aug-2001	Travelport Inc.
TRAVELPORT	76/251034	2679926	Registered	United States of America	04-May-2001	28-Jan-2003	Travelport Inc.
TRAVELPORT	78/861891	3843199	Registered	United States of America	14-Apr-2006	31-Aug-2010	Travelport Inc.
TRAVELPORT EXPRESS	78/282397	2,958,286	Registered	United States of America	04-Aug-2003	31-May-2005	Travelport Inc.
TRAVELPORT FARE VERIFIED	77/373306	3699677	Registered	United States of America	16-Jan-2008	20-Oct-2009	Travelport Inc.
TRAVELPORT RAPID REPRICE	77/375381	3617030	Registered	United States of America	18-Jan-2008	05-May-2009	Travelport Inc.
Travelport Strata Design	78/920241	3720208	Registered	United States of America	29-Jun-2006	01-Dec-2009	Travelport Inc.
TRAVELPORT TRAVERSA	77/415986	3842009	Registered	United States of America	07-Mar-2008	31-Aug-2010	Travelport Inc.
TRAVELPORT VIEWTRIP	77/375692	3617033	Registered	United States of America	18-Jan-2008	05-May-2009	Travelport Inc.

* - Trip.com, Inc. merged into Travelport Inc.

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS OWNED BY
TRAVELPORT, LP**

Trademark	App. No.	Reg. No.	Status	Country	App. Date	Reg. Date	Record Owner
APOLLO	73/283681	1268761	Registered	United States of America	28-Oct-1980	28-Feb-1984	Travelport, LP

APOLLO	75/982339	2770579	Registered	United States of America	30-Apr-1999	07-Oct-2003	Travelport, LP
APOLLO	75/694975	3555633	Registered	United States of America	30-Apr-1999	06-Jan-2009	Travelport, LP
CAR SELECT	74/516307	1990503	Registered	United States of America	25-Apr-1994	30-Jul-1996	Travelport, LP
COMMUNICATIONS INTEGRATOR	74/191414	1754967	Registered	United States of America	05-Aug-1991	02-Mar-1993	Travelport, LP
FASTCLIP	74/556498	1924274	Registered	United States of America	02-Aug-1994	03-Oct-1995	Travelport, LP
FASTMAIL	74/556493	1924272	Registered	United States of America	02-Aug-1994	03-Oct-1995	Travelport, LP
FOCALPOINT	73/704318	1508532	Registered	United States of America	06-Jan-1988	11-Oct-1988	Travelport, LP
FOCALPOINT	73/821591	1599827	Registered	United States of America	25-Aug-1989	05-Jun-1990	Travelport, LP
FOCALPOINT (stylized)	74/009155	1617443	Registered	United States of America	08-Dec-1989	16-Oct-1990	Travelport, LP
GALILEO	75/645802	2572524	Registered	United States of America	22-Feb-1999	28-May-2002	Travelport, LP
GALILEO	73/700927	1647908	Registered	United States of America	16-Dec-1987	18-Jun-1991	Travelport, LP
GALILEO VIEWTRIP	78/761872	3192513	Registered	United States of America	28-Nov-2005	02-Jan-2007	Travelport, LP
GLOBE DESIGN	73/716956	1739496	Registered	United States of America	11-Mar-1988	15-Dec-1992	Travelport, LP
LEISURESHOPPER (Stylized)	74/030113	1750832	Registered	United States of America	20-Feb-1990	02-Feb-1993	Travelport, LP
MONEYSAVER (stylized)	73/486393	1399066	Registered	United States of America	21-Jun-1984	24-Jun-1986	Travelport, LP
POWER PRICING	74/583593	1962894	Registered	United States of America	07-Oct-1994	19-Mar-1996	Travelport, LP
POWER SHOPPER	75/130183	2115536	Registered	United States of America	05-Jul-1996	25-Nov-1997	Travelport, LP
SCRIPTPRO	75/022125	2004517	Registered	United States of America	20-Nov-1995	01-Oct-1996	Travelport, LP
SECURATE	74/497735	1947439	Registered	United States of America	07-Mar-1994	09-Jan-1996	Travelport, LP
TECHXCHANGE	74/496166	1955617	Registered	United States of America	03-Mar-1994	13-Feb-1996	Travelport, LP
TRAVEL TECHNOLOGY SO ADVANCED, IT'S SIMPLE	78/611753	3138318	Registered	United States of America	19-Apr-2005	05-Sep-2006	Travelport, LP
TRAVELPORT ROOMS AND MORE	85/372,664		Pending	United States of America	15-Jul-2011		Travelport, LP
VIEWPOINT	78/253544	2825299	Registered	United States of America	23-May-2003	23-Mar-2004	Travelport, LP
WORLDSPAN	73/838498	1608514	Registered	United States of America	13-Nov-1989	31-Jul-1990	Travelport, LP
WORLDSPAN AIRLINE SOURCE	74/409262	1874327	Registered	United States of America	06-Jul-1993	17-Jan-1995	Travelport, LP

WORLDSPAN and design	75/346065	2189417	Registered	United States of America	22-Aug-1997	15-Sep-1998	Travelport, LP
WORLDSPAN CAR SOURCE	74/264777	1785867	Registered	United States of America	13-Apr-1992	03-Aug-1993	Travelport, LP
WORLDSPAN CORPORATE FLEET	75/277795	2209715	Registered	United States of America	21-Apr-1997	08-Dec-1998	Travelport, LP
WORLDSPAN FARESOURCE	76/592364	3204293	Registered	United States of America	17-May-2004	30-Jan-2007	Travelport, LP
WORLDSPAN GLOBE DESIGN	74/398846	1,828,591	Registered	United States of America	07-Jun-1993	29-Mar-1994	Worldspan, L.P.*
WORLDSPAN GO!	75/435794	2275654	Registered	United States of America	17-Feb-1998	07-Sep-1999	Travelport, LP
WORLDSPAN HOTEL SELECT	74/422004	1877037	Registered	United States of America	09-Aug-1993	31-Jan-1995	Travelport, LP
WORLDSPAN HOTEL SOURCE	74/264828	1784474	Registered	United States of America	13-Apr-1992	27-Jul-1993	Travelport, LP
WORLDSPAN INTERCHANGE	78/518375	3089656	Registered	United States of America	17-Nov-2004	09-May-2006	Travelport, LP
WORLDSPAN RAPID REPRICE	76/458064	2971585	Registered	United States of America	15-Oct-2002	19-Jul-2005	Travelport, LP
WORLDSPAN RATE RUNNER	78/661508	3209726	Registered	United States of America	30-Jun-2005	13-Feb-2007	Travelport, LP
WORLDSPAN TOUR SOURCE	74/264795	1785868	Registered	United States of America	13-Apr-1992	03-Aug-1993	Travelport, LP

* - Worldspan, L.P. changed its name to Travelport, LP.

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS OWNED BY
WORLDSPAN TECHNOLOGIES INC.**

Trademark	App. No.	Reg. No.	Status	Country	App. Date	Reg. Date	Record Owner
TRAVELPORTSAVER	78/679732	3345399	Registered	United States of America	27-Jul-2005	27-Nov-2007	Worldspan Technologies Inc.