

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------------|
| TRAVELPORT, LP | | 04/15/2013 | LIMITED PARTNERSHIP: DELAWARE |
| TRAVELPORT INC. | | 04/15/2013 | CORPORATION: DELAWARE |
| WORLDSPAN TECHNOLOGIES INC. | | 04/15/2013 | 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: 42

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 3617030 | TRAVELPORT RAPID REPRICE |
| Registration Number: | 3617033 | TRAVELPORT VIEWTRIP |
| 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: | 3699677 | TRAVELPORT FARE VERIFIED |
| Registration Number: | 3720208 | |

OP \$1065.00 3617030

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| Registration Number: | 3842009 | TRAVELPORT TRAVERSA |
| Registration Number: | 1268761 | APOLLO |
| Registration Number: | 2770579 | APOLLO |
| Registration Number: | 3555633 | APOLLO |
| Registration Number: | 1599827 | FOCALPOINT |
| Registration Number: | 1508532 | FOCALPOINT |
| Registration Number: | 2825299 | VIEWPOINT |
| Registration Number: | 1990503 | CAR SELECT |
| Registration Number: | 1924274 | FASTCLIP |
| Registration Number: | 1924272 | FASTMAIL |
| 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: | 1608514 | WORLDSPAN |
| Registration Number: | 1874327 | WORLDSPAN AIRLINE SOURCE |
| Registration Number: | 1785867 | WORLDSPAN CAR SOURCE |
| Registration Number: | 2209715 | WORLDSPAN CORPORATE FLEET |
| Registration Number: | 1828591 | |
| Registration Number: | 2275654 | WORLDSPAN GO! |
| Registration Number: | 1877037 | WORLDSPAN HOTEL SELECT |
| Registration Number: | 1784474 | WORLDSPAN HOTEL SOURCE |
| Registration Number: | 1785868 | WORLDSPAN TOUR SOURCE |
| Registration Number: | 2189417 | WORLDSPAN |
| Registration Number: | 1617443 | FOCALPOINT |
| Registration Number: | 2572524 | GALILEO |
| Registration Number: | 1647908 | GALILEO |
| Serial Number: | 85372664 | TRAVELPORT ROOMS AND MORE |
| Registration Number: | 3345399 | TRAVELPORTSAVER |

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.

TRADEMARK
REEL: 005020 FRAME: 0357

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

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| ATTORNEY DOCKET NUMBER: | CRS1-38645 |
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| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
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| Signature: | /pja/ |
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| Date: | 05/02/2013 |
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Total Attachments: 9
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GRANT OF
SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this “Agreement”), effective as of April 15, 2013, is made by TRAVELPORT, LP, a Delaware limited partnership with offices located at 300 Galleria Parkway, N.W., Atlanta, Georgia 30339, TRAVELPORT, INC., a Delaware corporation with offices located at Morris Corporate Center III, 300 Interpace Parkway, Building C, Parsippany, New Jersey 07054, and WORLDSPAN TECHNOLOGIES INC., a Delaware corporation with offices located at 300 Galleria Parkway, N.W., Atlanta, Georgia 30339 (each a “Grantor” and collectively, the “Grantors”), in favor of CREDIT SUISSE AG, as Collateral Agent (the “Agent”) for Secured Parties under the Second Lien Credit Agreement, dated as of March 11, 2013 (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, the Grantors and certain other related entities of the Borrower have executed and delivered that certain Intellectual Property Security Agreement, dated as of April [], 2013, 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, 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, the Grantors agree, 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 Interest. 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 such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed 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 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 Agent in connection with the IP Security Agreement and is 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 Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to secure the Obligations and the exercise of any right or remedy by any Secured Party hereunder or under any other Loan Document are subject to the provisions of the Intercreditor Agreements. It is hereby expressly provided that, without the prior written consent of the Administrative Agent, the Collateral Agent and the Required Lenders (except as contemplated pursuant to Section 2.14 of the Credit Agreement), no Loan Document may be amended or otherwise modified by virtue of the provisions of any Intercreditor Agreement to secure additional extensions of credit or add additional secured parties.

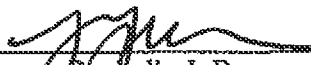
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic image transmission (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

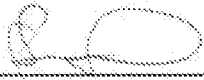
TRAVELPORT INC.
WORLDSPAN TECHNOLOGIES INC.

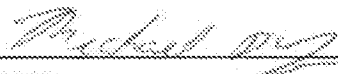
By: 
Name: Rochelle J. Boas
Title: Senior Vice President and Secretary

[Trademark Short Form]

Accepted and agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

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

By: 
Name: Michael D'Onofrio
Title: Associates

SCHEDULE A

Trademarks

| Trademark | App. No. | Reg. No. | Status | Country | App. Date | Reg. Date | Record Owner |
|--------------------------|-----------|----------|------------|--------------------------|-------------|-------------|-----------------|
| TRAVELPORT RAPID REPRICE | 77/375381 | 3617030 | Registered | United States of America | 18-Jan-2008 | 5-May-2009 | Travelport Inc. |
| TRAVELPORT VIEWTRIP | 77/375692 | 3617033 | Registered | United States of America | 18-Jan-2008 | 5-May-2009 | Travelport Inc. |
| ASK TRAVELPORT | 77/519455 | 3753654 | Registered | United States of America | 10-Jul-2008 | 2-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 | Travelport 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 | 78861891 | 3843199 | Registered | United States of America | 14-Apr-2006 | 31-Aug-2010 | Travelport Inc. |
| TRAVELPORT FARE VERIFIED | 77/373306 | 3699677 | Registered | United States of America | 16-Jan-2008 | 20-Oct-2009 | Travelport Inc. |
| Travelport Strata Design | 78/920241 | 3720208 | Registered | United States of America | 29-Jun-2006 | 1-Dec-2009 | Travelport Inc. |
| TRAVELPORT TRAVERSA | 77/415986 | 3842009 | Registered | United States of America | 07-Mar-2008 | 31-Aug-2010 | Travelport Inc. |
| 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 | 7-Oct-2003 | Travelport, LP |
| APOLLO | 75/694975 | 3555633 | Registered | United States of America | 30-Apr-1999 | 6-Jan-2009 | Travelport, LP |
| FOCALPOINT | 73/821591 | 1599827 | Registered | United States of America | 25-Aug-1989 | 5-Jun-1990 | Travelport, LP |

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| FOCALPOINT | 73/704318 | 1508532 | Registered | United States of America | 06-Jan-1988 | 11-Oct-1988 | Travelport, LP |
| VIEWPOINT | 78/253544 | 2825299 | Registered | United States of America | 23-May-2003 | 23-Mar-2004 | Travelport, LP |
| CAR SELECT | 74/516307 | 1990503 | Registered | United States of America | 25-Apr-1994 | 30-Jul-1996 | Travelport, LP |
| FASTCLIP | 74.556498 | 1924274 | Registered | United States of America | 02-Aug-1994 | 3-Oct-1995 | Travelport, LP |
| FASTMAIL | 74/556493 | 1924272 | Registered | United States of America | 02-Aug-1994 | 3-Oct-1995 | 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 | 1-Oct-1996 | Travelport, LP |
| SECURATE | 74/497735 | 1947439 | Registered | United States of America | 07-Mar-1994 | 9-Jan-1996 | Travelport, LP |
| TECHXCHANGE | 74/496166 | 1955617 | Registered | United States of America | 03-Mar-1994 | 13-Feb-1996 | 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 CAR SOURCE | 74/264777 | 1785867 | Registered | United States of America | 13-Apr-1992 | 3-Aug-1993 | Travelport, LP |
| WORLDSPAN CORPORATE FLEET | 75/277795 | 2209715 | Registered | United States of America | 21-Apr-1997 | 8-Dec-1998 | Travelport, LP |
| WORLDSPAN GLOBE | 74.398846 | 1828591 | Registered | United States of America | 07-Jun-1993 | 29-Mar-1994 | Travelport, LP |
| WORLDSPAN GO! | 75/435794 | 2275654 | Registered | United States of America | 17-Feb-1998 | 7-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 | 74/264828 | 1784474 | Registered | United | 13-Apr-1992 | 27-Jul-1993 | Travelport, LP |

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| SOURCE | | | | States of America | | | |
| WORLDSPAN TOUR SOURCE | 74/264795 | 1785868 | Registered | United States of America | 13-Apr-1992 | 3-Aug-1993 | Travelport, LP |
| WORLDSPAN WITH GLOBE | 75-346,065 | 2189417 | Registered | United States of America | 22-Aug-1997 | 15-Sep-1998 | Travelport, LP |
| FOCALPOINT | 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 |
| TRAVELPORT ROOMS AND MORE | 85372664 | | Pending | United States of America | 15-Jul-2011 | | Travelport, LP |
| TRAVELPORTSAVER | 78/679732 | 3345399 | Registered | United States of America | 27-Jul-2005 | 27-Nov-2007 | Worldspan Technologies, Inc. |