

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		03/16/2018	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	TRAVELPORT, LP
Street Address:	300 Galleria Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Partnership: DELAWARE
Name:	Travelport Inc.
Street Address:	6 Campus Drive
Internal Address:	1stFloor
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2770579	APOLLO
Registration Number:	3555633	APOLLO
Registration Number:	1268761	APOLLO
Registration Number:	3753654	ASK TRAVELPORT
Registration Number:	1990503	CAR SELECT
Registration Number:	3720208	
Registration Number:	1924274	FASTCLIP
Registration Number:	1924272	FASTMAIL
Registration Number:	1617443	FOCALPOINT
Registration Number:	1599827	FOCALPOINT
Registration Number:	1508532	FOCALPOINT
Registration Number:	2572524	GALILEO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1647908	GALILEO
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:	2479890	THOR
Registration Number:	2613296	THOR
Registration Number:	2533290	THOR
Registration Number:	2252615	THOR
Registration Number:	3843199	TRAVELPORT
Registration Number:	2679926	TRAVELPORT
Registration Number:	3699677	TRAVELPORT FARE VERIFIED
Registration Number:	4419020	TRAVELPORT ROOMS AND MORE
Registration Number:	3842009	TRAVELPORT TRAVERSA
Registration Number:	3617033	TRAVELPORT VIEWTRIP
Registration Number:	2189417	WORLDSPAN
Registration Number:	1608514	WORLDSPAN
Registration Number:	1874327	WORLDSPAN AIRLINE SOURCE
Registration Number:	2209715	WORLDSPAN CORPORATE FLEET
Registration Number:	2275654	WORLDSPAN GO!
Registration Number:	1877037	WORLDSPAN HOTEL SELECT

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 186350/4

NAME OF SUBMITTER: Rebecca Rodal

SIGNATURE: /Rebecca Rodal/

DATE SIGNED: 03/18/2018

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is entered into as of March 16, 2018 by GOLDMAN SACHS BANK USA, a United States Bank located at 200 West Street, New York, New York, 10282-2198, in its capacity as collateral agent pursuant to the Credit Agreement (the “Collateral Agent”), as successor agent to DEUTSCHE BANK AG NEW YORK BRANCH, a German bank located 60 Wall Street, New York, New York 10005 (the “Prior Agent”), in favor of TRAVELPORT, LP, a Delaware limited partnership located at 300 Galleria Parkway, Atlanta, Georgia 30339 and TRAVELPORT INC., a Delaware corporation located at 6 Campus Drive, 1st Floor, Parsippany, New Jersey 07054 (each, an “Assignee,” and collectively, the “Assignees”). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement or Trademark Security Agreement (as such terms are defined below), as applicable.

WHEREAS, reference is made to that certain (i) Security Agreement dated as of September 2, 2014, among the Assignees, the other Grantors from time to time party thereto, and the Collateral Agent (as successor to the Prior Agent) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and (ii) Trademark Security Agreement dated as of September 2, 2014, among the Assignees and the Collateral Agent (as successor to the Prior Agent) (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, each Assignee granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Assignee (collectively, the “Trademark Collateral”):

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending listed on Schedule I attached thereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on September 11, 2014, at Reel/Frame No. 5361/0421;

WHEREAS, pursuant to that certain Trademark Security Interest Assignment Agreement dated as of July 31, 2017, between the Prior Agent and the Collateral Agent, which was recorded with the USPTO on August 1, 2017 at Reel/Frame No. 6120/0569, in connection with the Resignation and Appointment (as defined in such agreement), the Prior Agent assigned to the Collateral Agent all of its rights, titles and interests as the Collateral Agent under or in connection with the Trademark Security Agreement, including, without limitation, its security interest in the Trademark Collateral; and

WHEREAS, in connection with the termination of the Aggregate Commitments (as defined in the Credit Agreement) and the payment in full of all Obligations (as defined in the Credit Agreement), the Collateral Agent has agreed to terminate and release its security interest with respect to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby, on behalf of itself and the Secured Parties, (i) terminates, releases and discharges fully, without representation, warranty or recourse, (A) the Trademark Security Agreement and (B) the Collateral Agent's and the Secured Parties' security interest under the Security Agreement and Trademark Security Agreement in and to all of each Assignee's right, title and interest in, to and under the Trademark Collateral, including each Assignee's right, title, and interest in, to and under the Trademarks listed on Schedule I hereto, and (ii) re-assigns to the Assignees, without representation, warranty or recourse, any right, title or interest the Collateral Agent or any Secured Party may have in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby.

The Collateral Agent hereby authorizes the Assignees or the Assignees' designee to record this Release with the USPTO.




**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY
THE LAWS OF THE STATE OF NEW YORK.**

[signature page to follow]

[Signature Page]

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Travelport, LP	2770579	APOLLO
Travelport, LP	3555633	APOLLO
Travelport, LP	1268761	APOLLO
Travelport, Inc.	3753654	ASK TRAVELPORT
Travelport, LP	1990503	CAR SELECT
Travelport, Inc.	3720208	
Travelport, LP	1924274	FASTCLIP
Travelport, LP	1924272	FASTMAIL
Travelport, LP	1617443	FOCALPOINT
Travelport, LP	1599827	FOCALPOINT
Travelport, Inc.	1508532	FOCALPOINT
Travelport, LP	2572524	GALILEO
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Travelport, LP	1399066	MONEY \$AVER
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Travelport, Inc.	2533290	THOR
Travelport, Inc.	2252615	THOR
Travelport, Inc.	3843199	TRAVELPORT
Travelport, Inc.	2679926	TRAVELPORT
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Travelport, LP	1874327	WORLDSPAN AIRLINE SOURCE
Travelport, LP	2209715	WORLDSPAN CORPORATE FLEET
Travelport, LP	2275654	WORLDSPAN GO!
Travelport, LP	1877037	WORLDSPAN HOTEL SELECT

Applications: None.