

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526346

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Travelport Inc. | | 05/30/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 101 N. Tryon St., 5th Floor | | |
| Internal Address: | Mail Code: NC1-001-05-45 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3753654 | ASK TRAVELPORT | |
| Registration Number: | 3720208 | | |
| Registration Number: | 2572524 | GALILEO | |
| 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: | 3617033 | TRAVELPORT VIEWTRIP | |
| Serial Number: | 88039885 | TRAVELPORT APOLLO | |
| Serial Number: | 87840165 | TRAVELPORT WORLDSPAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <i>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.</i> | | | |
| Phone: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com, ECarrera@cahill.com | | |

OP \$315.00 3753654

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 06/04/2019

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Travelport Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 30, 2019

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 101 N. Tryon St., 5th Floor,
Mail Code: NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

June 4, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 30, 2019, is made by TRAVELPORT INC., a Delaware corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below) in connection with that certain First Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Toro Private Holdings II, Ltd., a private limited company incorporated in England and Wales (“Holdings”), Toro Private Holdings III, Ltd., a private limited company incorporated in England and Wales and a wholly-owned subsidiary of Holdings (“Parent”), the institutions from time to time parties thereto as lenders (each a “Lender” and, collectively, the “Lenders”) and BANK OF AMERICA, N.A., as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

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, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of May 30, 2019 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements and Secured Hedge Agreements, respectively, with Parent and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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 Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured

Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor 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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


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.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of Page Intentionally Left Blank]

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

TRAVELPORT INC., as the Grantor

By: 
Name: Rochelle Boas
Title: Senior Vice President, Deputy General
Counsel and Corporate Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006661 FRAME: 0717

BANK OF AMERICA, N.A.,
as the Collateral Agent

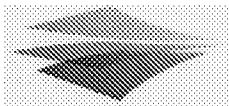


A handwritten signature in black ink, appearing to read 'Henry Pennell', is written over a horizontal line. The signature is somewhat stylized and overlaps the line.

By: _____
Name: Henry Pennell
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Registrations:

| Mark | Registration No. | Registered Owner | Registration Date |
|---|-------------------------|-------------------------|--------------------------|
| ASK TRAVELPORT | 3753654 | TRAVELPORT INC. | 02-MAR-2010 |
| <i>Design Only</i>  | 3720208 | TRAVELPORT INC. | 01-DEC-2009 |
| GALILEO | 2572524 | TRAVELPORT INC. | 28-MAY-2002 |
| THOR  | 2479890 | TRAVELPORT INC. | 21-AUG-2001 |
| THOR  | 2613296 | TRAVELPORT INC. | 27-AUG-2002 |
| THOR | 2533290 | TRAVELPORT INC. | 29-JAN-2002 |
| THOR | 2252615 | TRAVELPORT INC. | 15-JUN-1999 |
| TRAVELPORT | 3843199 | TRAVELPORT INC. | 31-AUG-2010 |
| TRAVELPORT | 2679926 | TRAVELPORT INC. | 28-JAN-2003 |
| TRAVELPORT VIEWTRIP | 3617033 | TRAVELPORT INC. | 05-MAY-2009 |

Trademark Applications:

| Mark | Country | Application No. | Applied For Owner | Application Filing Date |
|-------------------------|----------------|------------------------|--------------------------|--------------------------------|
| TRAVELPORT APOLLO | USA | 88039885 | TRAVELPORT INC. | 16-Jul-2018 |
| TRAVELPORT WORLDSPAN | USA | 87840165 | TRAVELPORT INC. | 19-Mar-2018 |