

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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: 06/05/2019

Total Attachments: 6

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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 Second 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 Second 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, 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.

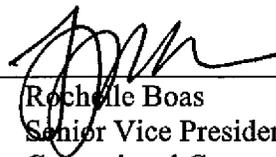
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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

[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: 006662 FRAME: 0124

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

By: _____

Name: Henry Pennell

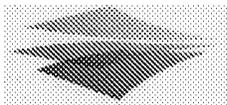
Title: Vice President

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.

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