

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Security Interest in Trademark Rights

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trip.com, Inc.		08/23/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	a Connecticut state, United States of America, chartered branch of UBS AG, a company incorporated under the laws of Switzerland: CONNECTICUT

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2582831	SIMPLY BRILLIANT
Registration Number:	2533290	THOR
Registration Number:	2252615	THOR
Registration Number:	2479890	THOR
Registration Number:	2613296	THOR
Registration Number:	2696186	TRIP.COM
Registration Number:	2582207	TRIPHOTELS

## CORRESPONDENCE DATA

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2122995600

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

900060581

TRADEMARK  
REEL: 003412 FRAME: 0259

CH \$190.00 2582831

Address Line 2:	Suite 3100
Address Line 4:	New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
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Signature:	/Matthew Mayer/
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Date:	10/19/2006
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Total Attachments: 6 source=trip.com_ubsag_tm_7#page2.tif source=trip.com_ubsag_tm_7#page3.tif source=trip.com_ubsag_tm_7#page4.tif source=trip.com_ubsag_tm_7#page5.tif source=trip.com_ubsag_tm_7#page6.tif source=trip.com_ubsag_tm_7#page7.tif
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## SCHEDULE A

### U.S. Trademark Registrations and Applications

Jurisdiction	Trademark:	Owner Name:	App. No.	App. Date	Reg. No.	Reg. Date
United States	SIMPLY BRILLIANT	Trip.com, Inc.	75733972	22-Jun-1999	2582831	18-Jun-2002
United States	THOR	Trip.com, Inc.	75/693851	28-Apr-1999	2533290	29-Jan-2002
United States	THOR	Trip.com, Inc.	75/344802	21-Aug-1997	2252615	15-Jun-1999
United States	THOR & Design	Trip.com, Inc.	76/104844	08-Aug-2000	2479890	21-Aug-2001
United States	THOR & Design	Trip.com, Inc.	76/104845	08-Aug-2000	2613296	27-Aug-2002
United States	TRIP.COM	Trip.com, Inc.	75/982418	19-Feb-1999	2696186	11-Mar-2003
United States	TRIPHOTELS	Trip.com, Inc.	76324121	11-October, 2001	2582207	18-Jun-2002

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 23, 2006 is made by TRIP.COM, INC., a Delaware corporation (the "Obligor"), in favor of UBS AG, STAMFORD BRANCH, a Connecticut state, United States of America, chartered branch of UBS AG (a company incorporated under the laws of Switzerland), as Collateral Agent (the "Agent") for the several banks and other financial institutions party to the Credit Agreement dated as of August 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TDS INVESTOR CORPORATION (the "Borrower"), TDS INVESTOR (BERMUDA) LTD. ("Holdings"), WALTONVILLE LIMITED ("Intermediate Parent"), the Agent, UBS LOAN FINANCE LLC, as Swing Line Lender, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), CREDIT SUISSE SECURITIES (USA) LLC, as Syndication Agent, LEHMAN BROTHERS INC., CITIGROUP GLOBAL MARKETS INC. and DEUTSCHE BANK AG NEW YORK BRANCH, as Co-Documentation Agents and UBS SECURITIES LLC, LEHMAN BROTHERS INC. and CREDIT SUISSE SECURITIES (USA) LLC, as Co-Lead Arrangers.

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; and

WHEREAS, in connection with the Credit Agreement, Holdings, Borrower, Intermediate Parent, the Obligor and certain other related entities of the Borrower have executed and delivered an Intellectual Property Security Agreement, dated as of August 23, 2006, 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, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor 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, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, 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. The Obligor hereby pledges and grants a security interest in all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Obligor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in 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.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor 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 Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. 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.

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.

TRIP.COM, INC.

By: 

Name:

Title:

Rochelle J. Boas

Vice President + Assistant  
Secretary

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 22, 2006.

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: 

Name: Richard L. Tavrow  
Title: Director

By: 

Name: Irja R. Otsa  
Title: Associate Director

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