

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/06/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Travelport Americas, Inc.		03/06/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Travelport Inc.
Street Address:	400 Interpace Parkway
Internal Address:	Building A
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78861891	TRAVELPORT
Serial Number:	78920241	

**CORRESPONDENCE DATA**

Fax Number: (212)916-2940  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212 297-5800  
 Email: NYTrademark@daypitney.com  
 Correspondent Name: Daneille R. Mendelsohn  
 Address Line 1: 7 Times Square  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	007960-119911
NAME OF SUBMITTER:	Danielle R. Mendelsohn

OP \$65.00 78861891

Signature:

/drm/

Date:

03/14/2007

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

### **KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, Travelport Americas, Inc., a corporation duly organized and existing under the laws of the State of Delaware, United States of America, and having a place of business at 400 Interpace Parkway, Building A, Parsippany, New Jersey, United States of America, (hereinafter "Assignor"), is the owner of the Trademarks attached on the Schedule herewith:

WHEREAS, Travelport Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having a place of business at 400 Interpace Parkway, Building A, Parsippany, New Jersey, United States of America, (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in and to the Trademarks attached on the Schedule herewith:

WHEREAS Assignor and Assignee agree that this Agreement is being entered in furtherance of the Contribution Agreement by and between Travelport Americas, Inc. and B2B Newco dated January 29, 2007,

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks that incorporate the name "Travelport", including without limitation the Trademarks listed on the Schedule annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, it is hereby agreed for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of the Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and/or in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of the Marks not been made.

2. **RECORDATION AND REGISTRANT NAME CHANGE.** Assignor agrees to cooperate with Assignee without additional compensation to execute additional confirmatory assignment or other recordal documents for the Marks, if this worldwide assignment is not accepted in a particular jurisdiction pursuant to local law or if additional documents need to be recorded to effectuate said assignment. Assignor agrees to execute such confirmatory assignment or other recordal documents reasonably requested by Assignee within ten (10) days after Assignee presents such documents to Assignee, provided that if Assignor does not execute said documents, Assignor grants Assignee an irrevocable power of attorney to execute all said documents necessary to effectuate the assignment herein. Each party agrees upon the written request of the other party to execute and deliver such further documents, and do

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such other acts and things as may be reasonably necessary to record the assignment of the Marks throughout the world.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized officer this 6 day of March, 2007.

Travelport Americas, Inc. (Assignor)

By [Signature]  
Name: Alexander Hollander  
Title: VP