

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ING Bank N.V.		09/17/2007	CORPORATION: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BCD Travel USA LLC		
<b>Street Address:</b>	4th Floor 1055 Lenox Park Blvd		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30319		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2877664	ACTIVE ITINERARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128788000		
<b>Email:</b>	trademark.group@cliffordchance.com		
<b>Correspondent Name:</b>	Steven T. Shelton		
<b>Address Line 1:</b>	31 West 52nd Street		
<b>Address Line 2:</b>	Clifford Chance US LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6131		
<b>ATTORNEY DOCKET NUMBER:</b>	55-40307704		
<b>NAME OF SUBMITTER:</b>	Steven T. Shelton		
<b>Signature:</b>	/Steven T. Shelton/		
<b>Date:</b>	09/19/2007		

CH \$40.00 2877664

**Total Attachments: 6**

source=Release#page1.tif

source=Release#page2.tif

source=Release#page3.tif

source=Release#page4.tif

source=Release#page5.tif

source=Release#page6.tif

## RELEASE AND TERMINATION AGREEMENT

RELEASE AND TERMINATION AGREEMENT (this "Agreement"), dated as of September \_\_, 2007, by and among BCD TRAVEL USA LLC (f/k/a WorldTravel Partners I, LLC) ("BCD USA"), BCD TRAVEL USA GROUP INC. (f/k/a World Travel Partners Group, Inc.) (the "Parent") and together with BCD USA, the "Grantors") and ING BANK N.V., as Security Agent for the benefit of the Secured Parties (the "Agent").

### WITNESSETH

WHEREAS, the parties hereto have heretofore entered into that certain Senior Secured Facilities Agreement dated as of March 31, 2006 (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Facilities Agreement"), among the Grantors, BCD Travel B.V. (f/k/a WorldTravel International B.V.), as borrower and the other borrowers party thereto, the lenders from time to time party thereto and ING Bank N.V., as agent, issuing agent and the Security Agent.

WHEREAS, contemporaneous with the effectiveness hereof, all amounts due and owing under the Facilities Agreement will be repaid in full, and the Facilities Agreement will be terminated (other than with respect to those provisions (including, without limitation, indemnification provisions) which expressly survive the termination thereof).

WHEREAS, the parties hereto have heretofore entered into the agreements listed on Exhibit A hereto (all such agreements, and all amendments to any and all thereof, and any documents executed in connection therewith or the transactions contemplated thereby are collectively referred to herein as the "Documents");

WHEREAS, pursuant to the Documents, the Grantors granted a security interest in all of their right, title and interest in, to and under the collateral described therein, to secure and performance by of Secured Obligations (as defined in each Document, as applicable);

WHEREAS, the parties hereto desire to terminate the Documents and release each Grantor from their respective liens thereunder;

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination of the Documents. Each of the parties hereto agrees that (i) except with respect to those provisions (including, without limitation, indemnification provisions) which expressly survive the termination of the Documents, the Documents to which it is a party are hereby terminated, such termination to be effective upon satisfaction of the conditions referred to in Section 2 below, (ii) any requirement for notice (whether written or oral) with respect to the termination of any of the Documents is hereby waived by the respective parties to the Documents, (iii) any other requirement or condition precedent to the termination of any of the Documents is hereby waived or

NYA 857164.4

**TRADEMARK**  
**REEL: 003624 FRAME: 0227**

shall be deemed to have been satisfied, as the case may be, and (iv) all security interests granted in connection with the Documents are hereby terminated and released.

2. Condition Precedent. This Agreement, and all releases, reassignments, retransfers, cancellations and other declarations contemplated hereby shall become effective upon satisfaction of the condition precedent that on the 17th September 2007 the amount of [REDACTED]

[REDACTED] is unconditionally and irrevocably credited to the following account:

for US dollar payments:

[REDACTED]  
Swift code [REDACTED]  
Account number [REDACTED]  
Reference [REDACTED]; and

for Euro payments to be made through the [REDACTED] clearing system:

[REDACTED]  
Swift code [REDACTED]  
Account number [REDACTED]  
Reference [REDACTED].

3. Further Assurances; Delivery of Instruments. Each of the parties hereto agrees to take any and all actions reasonably requested and execute and deliver any documents or instruments as any party may reasonably request in order to evidence the termination of the Documents and the release of the liens and security interests created thereunder. The Grantors authorize the Agent or any agent of the Agent, at the Grantors' expense, to execute and deliver UCC termination statements and appropriate terminations in the United States Patent and Trademark Office in connection with the foregoing.

4. Release. The Grantors and their respective affiliates hereby release the Agent and the Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Grantors and such affiliates ever had, now have or hereafter may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Documents.

5. Amendment. This Agreement may not be waived, amended or otherwise modified except by a writing signed by the parties hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and

delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

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

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the first above written.

**BCD TRAVEL USA LLC,**  
as Grantor

By: WTPal  
Name:  
Title:

**BCD TRAVEL USA GROUP INC.,**  
as Grantor

By: WTPal  
Name:  
Title:

**ING BANK N.V.,**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

PAYOFF, DEBT DISCHARGE AND TERMINATION AGREEMENT

**TRADEMARK**  
**REEL: 003624 FRAME: 0230**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the first above written.

**BCD TRAVEL USA LLC,**  
as Grantor

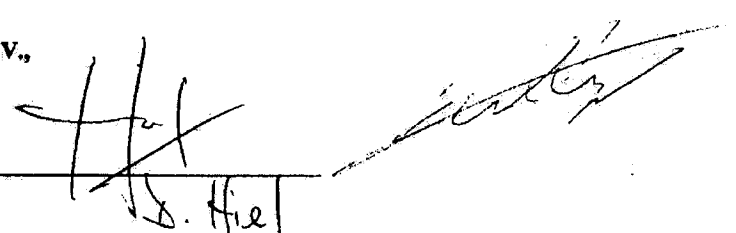
By: \_\_\_\_\_  
Name:  
Title:

**BCD TRAVEL USA GROUP INC.,**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

**ING BANK N.V.,**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

Handwritten signatures and initials in black ink. One signature is a large, stylized 'H' with a vertical line through it. Another signature is a cursive name that appears to be 'S. Hiel'. There are also some other scribbles and initials.

PAYOFF, DEBT DISCHARGE AND TERMINATION AGREEMENT

Documents

1. Security and Pledge Agreement, dated as of March 31, 2006, by and among the BCD USA, the Parent and the Agent.
2. Supplement to Security Agreement (Trademarks), dated as of March 31, 2006 between BCD USA and the Agent.