

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trip Network, Inc.		07/25/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Swiss Banking Corporation:		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3227706	CHEAP OF THE WEEK	
Registration Number:	2997308	CHEAP TICKETS GOLD	
Registration Number:	2514525		
Registration Number:	2021749	CHEAP TICKETS	
Registration Number:	2554986	CHEAP TICKETS INC.	
Registration Number:	2722243	CHEAPTICKETS	
Registration Number:	2665841	CHEAPTICKETS.COM	
Registration Number:	2968783	JUST CLICK. YOU'RE THERE.	
Registration Number:	2819817	NOW GET IT ALL FOR LESS	
Registration Number:	2640898	THE BEST KEPT SECRET IN TRAVEL	
Serial Number:	77182501	THE LESS YOU PAY, THE BETTER IT FEELS	

**CH \$290.00 3227706**

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

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

**900087924**

**TRADEMARK  
 REEL: 003629 FRAME: 0103**

Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 243404
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	09/26/2007

**Total Attachments: 6**  
source=tripnet\_ubs\_tm11#page2.tif  
source=tripnet\_ubs\_tm11#page3.tif  
source=tripnet\_ubs\_tm11#page4.tif  
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source=tripnet\_ubs\_tm11#page7.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 25, 2007 is made by TRIP NETWORK, INC., a Delaware corporation (the "Obligor"), in favor of UBS AG, STAMFORD BRANCH, a Connecticut state, United States of America, registered 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 July 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ORBITZ WORLDWIDE, INC., a Delaware corporation (the "Borrower"), 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, and LEHMAN BROTHERS INC. as Documentation Agent.

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, Borrower, the Obligor and certain other related entities of the Borrower have executed and delivered an Intellectual Property Security Agreement, dated as of July 25, 2007, 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 NETWORK, INC.

By: 


Name: James P. Shaughnessy


Title: Authorized Signatory

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 18, 2007.

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Richard L. Tavrow  
Title: Director

By:   
Name: David B. Julia  
Title: Associate Director

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on July 31, 2007.

[Short Form IP Filing]

TRADEMARK  
REEL: 003629 FRAME: 0109

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Jurisdiction	Trademark:	Owner Name:	App. No.	App. Date	Reg. No.	Reg. Date
United States	CHEAP OF THE WEEK	Trip Network, Inc.	78/902585	07-Jun-2006	3227706	10-Apr-2007
United States	CHEAP TICKETS GOLD	Trip Network, Inc.	78/376750	02-Mar-2004	2997308	20-Sep-2005
United States	CHEAP TICKETS INC. & Design	Trip Network, Inc.	76/043058	08-May-2000	2514525	04-Dec-2001
United States	CHEAP TICKETS INC. & Design	Trip Network, Inc.	74/683869	02-Jun-1995	2021749	10-Dec-1996
United States	CHEAP TICKETS INC. & Design	Trip Network, Inc.	76/043059	08-May-2000	2554986	02-Apr-2002
United States	CHEAPTICKETS & Luggage Tag Design	Trip Network, Inc.	76/265960	31-May-2001	2722243	03-Jun-2003
United States	CHEAPTICKETS.COM	Trip Network, Inc.	76/303246	21-Aug-2001	2,665,841	24-Dec-2002
United States	JUST CLICK.YOU'RE THERE.	Trip Network, Inc.	78/385368	16-Mar-2004	2,968783	12-Jul-2005
United States	NOW GET IT ALL FOR LESS	Trip Network, Inc.	78/207008	24-Jan-2003	2,819817	02-Mar-2004
United States	THE BEST KEPT SECRET IN TRAVEL	Trip Network, Inc.	76/265952	31-May-2001	2640898	22-Oct-2002
United States	THE LESS YOU PAY THE BETTER IT FEELS	Trip Network, Inc.	77/182501	16-May-2007		