

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbitz, LLC		06/02/2008	Delaware Limited Liability Company:
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Corporation-State Swiss Banking Corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77178668	A STEP AHEAD	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	kai.goodwin@contractor.thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	595343		
NAME OF SUBMITTER:	Kai Goodwin		
Signature:	/Kai Goodwin/		

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TRADEMARK
 REEL: 003789 FRAME: 0262

Date:

06/04/2008

Total Attachments: 5

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SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 2, 2008 is made by ORBITZ, LLC, a Delaware limited liability company (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 Administrative Agent and 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;

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

WHEREAS, on September 25, 2007, at Reel 003627, Frame 0722, the Collateral Agent recorded the security interests granted in the Trademarks listed in Schedule A to the Grant of Security Interest in Trademark Rights, effective as of July 25, 2007 made by the Obligor in favor of Agent (the "Original Agreement") with the Trademarks Division of the United States Patent & Trademark Office;

WHEREAS, the Obligor now desires to supplement the Original Agreement so as to record the security interests granted in the additional Trademarks listed in Schedule A hereto;

WHEREAS, pursuant to Section 10.01 of the Credit Agreement, collateral security documents may be amended with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment is delivered in order to cure ambiguities or defects; and

WHEREAS, the Borrower has so requested that the parties hereto enter into this Agreement and the Administrative Agent hereby consents to the execution of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, having induced 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.

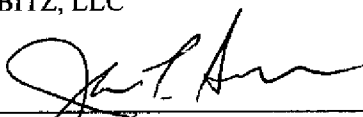
SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for 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 interests 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 the Original Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with the terms therein.

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.

ORBITZ, LLC


By: 
Name: James P. Shaughnessy
Title: SVP, General Counsel

[IP Grant Signature Page]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Administrative Agent and Collateral Agent

By: 
Name: David B. Julie
Title: Associate Director
Banking Products
Services, US

By: 
Name: Mary E. Evans
Title: Associate Director
Banking Products
Services, US

[IP Grant Signature Page]

SCHEDULE A

U.S. Trademark Registrations and Applications

Jurisdiction	Trademark:	Owner Name:	App. No.	App. Date	Reg. No.	Reg. Date
United States	A STEP AHEAD	Orbitz, LLC	77/178668	5/11/2007		