TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Travelport LLC		05/04/2009	LIMITED LIABILITY COMPANY: DELAWARE
Travelport Inc.		05/04/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG Stamford Branch, as Collateral Agent
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77324896	TRAVELPORT - THE WORLD'S LEADING PROVIDER OF INFORMED TRAVEL CHOICE
Serial Number:	77373365	TRAVELPORT CACHE CONTROL
Serial Number:	77375277	TRAVELPORT CRUISE & TOUR
Serial Number:	77373306	TRAVELPORT FARE VERIFIED
Serial Number:	77375469	TRAVELPORT LEISURE
Serial Number:	77375381	TRAVELPORT RAPID REPRICE
Serial Number:	77375692	TRAVELPORT VIEWTRIP
Serial Number:	77519455	ASK TRAVELPORT
Serial Number:	77448284	CARBONTRACKER BY TRAVELPORT
Serial Number:	77451092	CARBONTRACKER 2 BY TRAVELPORT
Serial Number:	77451125	CARBONTRACKER 2 BY TRAVELPORT
Serial Number:	77438801	GALILEO BY TRAVELPORT

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Serial Number:	77429783	GALILEO BY TRAVELPORT
Serial Number:	77429673	IT SERVICES & SOFTWARE BY TRAVELPORT
Serial Number:	77598220	TRAVELPORT BUSINESS INTELLIGENCE
Serial Number:	77415986	TRAVELPORT TRAVERSA
Serial Number:	77438790	WORLDSPAN BY TRAVELPORT
Serial Number:	77429767	WORLDSPAN BY TRAVELPORT

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	981687
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	05/05/2009

Total Attachments: 7

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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 May 4, 2009 is made by TRAVELPORT LLC, a Delaware limited liability company, and TRAVELPORT INC., a Delaware corporation (together with Travelport LLC, the "Obligors"), 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 Second Amended and Restated Credit Agreement dated as of May 23, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TRAVELPORT LLC (f/k/a Travelport Inc. and TDS Investor Corporation), a Delaware limited liability company (the "Borrower"), Travelport Limited (f/k/a TDS Investor (Bermuda) Ltd.), a company incorporated under the laws of Bermuda, Waltonville Limited, a company incorporated under the laws of Gibraltar, the Agent, as Administrative Agent, Collateral Agent and L/C Issuer, 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., J.P. MORGAN SECURITIES INC. and GOLDMAN SACHS CREDIT PARTNERS L.P., as Co-Documentation Agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders 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 Obligors 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, each 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, each 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, having induced the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each 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

TRADEMARK
REEL: 003981 FRAME: 0851

meanings provided or provided by reference in the Credit Agreement and the IP Security Agreement.

SECTION 2. Grant of Security Interest. Each Obligor hereby pledges and grants a security interest in all of such 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 such 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 each 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. For the avoidance of doubt and in case of any conflict hereto, the IP Security Agreement (and all rights and remedies of the Lenders thereunder) shall control and 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.

TRADEMARK
REEL: 003981 FRAME: 0852

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.

TRAVELPORT LLC

By: TDS Investor (Luxembourg) S.A.R.L.
Its Sole Member

By: _____
Name: Eric J. Bock
Title: Manager

TRAVELPORT INC.

By: _____
Name: Rochelle J. Boas
Title: Group Vice President & Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

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

By: _____
Name: Marie A. Haddad
Title: Associate Director
Banking Products
Services, US

SCHEDULE A

U.S. Trademark Registrations and Applications

Jurisdiction	Trademark:	Owner Name:	App. No.	App. Date	Reg. No.	Reg. Date
United States	TRAVELPORT, THE WORLDS LEADING PROVIDER OF INFORMED TRAVEL CHOICE	Travelport LLC	77/324,896	11/8/2007	Pending	
United States	TRAVELPORT CHACHE CONTROL	Travelport LLC	77/373,365	1/16/2008	Pending	
United States	TRAVELPORT CRUISE & TOUR	Travelport LLC	77/375,277	1/18/2008	Pending	
United States	TRAVELPORT FARE VERIFIED	Travelport LLC	77/373,306	1/16/2008	Pending	
United States	TRAVELPORT LEISURE	Travelport LLC	77/375,469	1/18/2008	Pending	
United States	TRAVELPORT RAPID REPRICE	Travelport LLC	77/375,381	1/18/2008	Pending	
United States	TRAVELPORT VIEWTRIP	Travelport LLC	77/375,692	1/18/2008	Pending	
United States	ASK TRAVELPORT	Travelport Inc.	77/519,455	7/10/2008	Pending	
United States	CARBON TRACKER BY TRAVELPORT	Travelport Inc.	77/448284	4/15/2008	Pending	
United States	CARBON TRACKER2 by Travelport (stylized in Green)	Travelport Inc.	77/451,092	4/17/2008	Pending	
United States	CARBON TRACKER2 BY TRAVELPORT (stylized)	Travelport Inc.	77/451,125	4/17/2008	Pending	
United States	GALILEO BY TRAVELPORT	Travelport Inc.	77/438,801	4/3/2008	Pending	
United States	GALILEO BY TRAVELPORT AND DESIGN in color	Travelport Inc.	77/429,783	3/24/2008	Pending	
United States	IT SERVICES AND SOFTWARE BY TRAVELPORT	Travelport Inc.	77/429,673	3/24/2008	Pending	
United States	TRAVELPORT BUSINESS INTELLIGENCE	Travelport Inc.	77/598,220	10/22/2008	Pending	
United States	TRAVELPORT TRAVERSA	Travelport Inc.	77/415,986	3/72008	Pending	
United States	WORLDSPAN BY TRAVELPORT	Travelport Inc.	77/438,790	4/3/2008	Pending	
United States	WORLDSPAN BY TRAVELPORT AND DESIGN in color	Travelport Inc.	77/429,767	3/24/2008	Pending	