

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 Inc.		09/10/2009	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:	Swiss Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3617030	TRAVELPORT RAPID REPRICE	
Registration Number:	3617033	TRAVELPORT VIEWTRIP	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	126288		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$65.00 3617030

900143258

**TRADEMARK
 REEL: 004062 FRAME: 0171**

Date:

09/16/2009

Total Attachments: 6

source=9-16-09 Travelport-TM#page1.tif

source=9-16-09 Travelport-TM#page2.tif

source=9-16-09 Travelport-TM#page3.tif

source=9-16-09 Travelport-TM#page4.tif

source=9-16-09 Travelport-TM#page5.tif

source=9-16-09 Travelport-TM#page6.tif

SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 10, 2009 is made by TRAVELPORT 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 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 Obligor 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

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.

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 INC.

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

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

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

By: Irja R. Otsa
Name: Irja R. Otsa
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 RAPID REPRICE	Travelport Inc.	77-375,381	1/18/2008	3,617,030	May 5, 2009
United States	TRAVELPORT VIEWTRIP	Travelport Inc.	77-375,692	1/18/2008	3,617,033	May 5, 2009