

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
Orbitz, LLC			03/02/2011
		Entity Type	
		LIMITED LIABILITY COMPANY: 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:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85084497	WHEN YOU ORBITZ YOU KNOW	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-701-3345		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	James P Murphy, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:		David Adams	
Signature:		/david adams thomsonreuters/	
Date:		03/10/2011	

OP \$40.00 85084497

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“IP Security Agreement Supplement”), effective as of March 2, 2011 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;

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 Patents and Trademarks;

WHEREAS, the Obligor is required to deliver to the Agent every fiscal quarter, with respect to issued or registered Patents (or published applications therefor) or Trademarks (or applications therefor), an appropriate Intellectual Property Security Agreement with respect to all applicable Intellectual Property owned or exclusively licensed by the Obligor as of the last day of such period, to the extent that such Intellectual Property is not covered by a previous Intellectual Property Security Agreement delivered and signed by the Obligor;

WHEREAS, the Obligor wishes to supplement the IP Security Agreement so as to record the security interests granted in the additional Trademarks listed on Schedule A hereto; 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 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 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 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: *Katherine L. Abbott*
Name: Katherine L. Abbott
Title: VP and Treasurer

[Signature Page to IP Grant]

Accepted and Agreed:

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

By: Mary E. Evans

Name:
Title:

Mary E. Evans
Associate Director
Banking Products
Services, US

By: Irja R. Otsa

Name:
Title:

Irja R. Otsa
Associate Director
Banking Products
Services, US

[Signature Page to IP Grant]

SCHEDULE A

U.S. Trademarks and Trademark Applications

Jurisdiction	Title	Owner Name:	App. No.	App. Date	Reg. No.	Issue Date
United States	WHEN YOU ORBITZ YOU KNOW	Orbitz, LLC	85084497	7/14/2010	Pending	