

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.		09/29/2011	CORPORATION: DELAWARE
Travelport, LP		09/29/2011	LIMITED PARTNERSHIP: DELAWARE
Worldspan Technologies Inc.		09/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2679926	TRAVELPORT	
Registration Number:	2958286	TRAVELPORT EXPRESS	
Registration Number:	3345399	TRAVELPORTSAVER	
Serial Number:	85372664	TRAVELPORT ROOMS AND MORE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$115.00 2679926

900203454

**TRADEMARK
 REEL: 004633 FRAME: 0325**

ATTORNEY DOCKET NUMBER:	929873
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/30/2011
Total Attachments: 7 source=9-30-11 Travelport-TM#page1.tif source=9-30-11 Travelport-TM#page2.tif source=9-30-11 Travelport-TM#page3.tif source=9-30-11 Travelport-TM#page4.tif source=9-30-11 Travelport-TM#page5.tif source=9-30-11 Travelport-TM#page6.tif source=9-30-11 Travelport-TM#page7.tif	

SUPPLEMENTAL GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 29, 2011 is made by TRAVELPORT INC., a Delaware corporation, TRAVELPORT, LP, a Delaware limited partnership and WORLDSPAN TECHNOLOGIES INC., a Delaware corporation (each an "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 Third Amended and Restated Credit Agreement dated as of October 22, 2010 (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

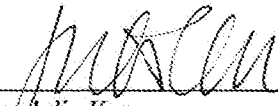
for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Obligor's "intent to use" such trademarks or service 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.

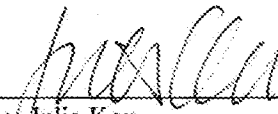
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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: Julia Kou
Title: Group Vice President & Assistant Secretary

TRAVELPORT, LP
By TRAVELPORT HOLDINGS, LLC, as General Partner


By: 
Name: Julia Kou
Title: Group Vice President & Assistant Secretary


WORLDSPAN TECHNOLOGIES INC.

By: 
Name: Julia Kou
Title: Group Vice President & Assistant Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Irja R. Otsa
Title: Associate Director

By: 
Name: Josefin Fernandes
Title: Associate Director

Signature Page to Trademark Supplement

TRADEMARK
REEL: 004633 FRAME: 0330

SCHEDULE A

U.S. Trademark Registrations and Applications

Jurisdiction	Trademark:	Owner Name:	App. No.	Filing Date	Reg. No.	Reg. Date
United States	TRAVELPORT	Travelport Inc.	76/251034	May 4, 2001	2679926	January 28, 2003
United States	TRAVELPORT EXPRESS	Travelport Inc.			2,958,286	May 31, 2005
United States	TRAVELPORTSAVER	Worldspan Technologies Inc.	78/679732	July 27, 2005	3345399	November 27, 2007
United States	TRAVELPORT ROOMS AND MORE	Travelport, LP	85/372,664	July 15, 2011		