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
Worldspan Technologies Inc.		09/30/2011	CORPORATION: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Avenue, 11th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3345399	TRAVELPORTSAVER

CORRESPONDENCE DATA

Fax Number: (617)235-9853
Phone: 617-235-4969
Email: ronald.duvernay@ropesgray.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: James A. Yeagle
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	WFBF-036
NAME OF SUBMITTER:	James A. Yeagle
Signature:	/j yeagle/

CH $40.00 3345399

Date:	09/30/2011

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

This GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this "Agreement"), effective as of September 30, 2011, is made by TRAVELPORT, LP., a Delaware limited partnership with offices located at 300 Galleria Parkway, N.W., Atlanta, Georgia 30339, TRAVELPORT INC., a Delaware corporation with offices located at Morris Corporate Center III, 300 Interpace Parkway, Building C, Parsippany, New Jersey 07054, and WORLDSPAN TECHNOLOGIES INC., a Delaware corporation with offices located at 300 Galleria Parkway, N.W., Atlanta, Georgia 30339 (each a "Grantor", and collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association with offices located at 625 Marquette Avenue, 11th Floor, Minneapolis, Minnesota 55479, as Collateral Agent (the "Agent") for Secured Parties under the Second Lien Credit Agreement, dated as of September 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TRAVELPORT LLC, a Delaware limited liability company (the "Borrower"), TRAVELPORT LIMITED, a company incorporated under the laws of Bermuda ("Holdings"), WALTONVILLE LIMITED, a company incorporated under the laws of Gibraltar ("Intermediate Parent"), TDS INVESTOR (LUXEMBOURG) S.A.R.L., a *société à responsabilité limitée* incorporated under the laws of Luxembourg ("TDS Intermediate Parent"), the Agent and each Lender from time to time party thereto.

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, Holdings, Borrower, Intermediate Parent, TDS Intermediate Parent, the Grantors and certain other related entities of the Borrower have executed and delivered that certain Second Lien Intellectual Property Security Agreement, dated as of September 30, 2011, 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, as security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor collaterally assigned and pledged, to the Agent, its successors and assigns, for the benefit of the Secured Parties, and granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the Collateral, including the Trademarks; and

WHEREAS, each Grantor 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, the Grantors agree, for the benefit of the Agent and the Lenders, as follows:

TRADEMARK
REEL: 004634 FRAME: 0183

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. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor hereby collaterally assigns and pledges to the Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"); provided, however, that the security interest granted by the Grantors hereunder shall not include any intent-to-use application for a Trademark that may be deemed invalidated, cancelled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the acceptable evidence of use of such Trademark is filed with the United States Patent and Trademark Office and grant and/or enforcement of the security interest will not affect the status or validity of such application for such Trademark of the resulting registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Agent 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 Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic image transmission (e.g. "PDF" or "TIF" via electronic email) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

TRAVELPORT, LP

BY: TRAVELPORT HOLDINGS, LLC, as General Partner

By: _____
Name: Julia Kou
Title: Group Vice President and Assistant Secretary

TRAVELPORT INC.

By: _____
Name: Julia Kou
Title: Group Vice President and Assistant Secretary

WORLDSPAN TECHNOLOGIES INC.

By: _____
Name: Julia Kou
Title: Group Vice President and Assistant Secretary

[Signature page to GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first above written.

TRAVELPORT, LP

By: _____
Name:
Title:

TRAVELPORT INC.

By: _____
Name:
Title:

WORLDSPAN TECHNOLOGIES INC.

By: _____
Name:
Title:

Accepted and Agreed:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Julius R. Zamora
Title: Vice President

[Signature page to GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)]

TRADEMARK
REEL: 004634 FRAME: 0186

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Name	App. Number	Reg. Number	Trademark Status	Fil. Date	Reg. Date	Record Owner
APOLLO	73/283681	1268761	Registered	28-Oct-1980	28-Feb-1984	Travelport, LP
APOLLO	75/982339	2770579	Registered	30-Apr-1999	07-Oct-2003	Travelport, LP
APOLLO	75/694975	3555633	Registered	30-Apr-1999	06-Jan-2009	Travelport, LP
COMMUNICATIONS INTEGRATOR	74/191414	1754967	Registered	05-Aug-1991	02-Mar-1993	Travelport, LP
FOCALPOINT	73/821591	1599827	Registered	25-Aug-1989	05-Jun-1990	Travelport, LP
FOCALPOINT	73/704318	1508532	Registered	06-Jan-1988	11-Oct-1988	Travelport, LP
FOCALPOINT (stylized)	74/009155	1617443	Registered	08-Dec-1989	16-Oct-1990	Travelport, LP
GALILEO VIEWTRIP	78/761872	3192513	Registered	28-Nov-2005	02-Jan-2007	Travelport, LP
GLOBE DESIGN	73/716956	1739496	Registered	11-Mar-1988	15-Dec-1992	Travelport, LP
LEISURESHOPPER (Stylized)	74/030113	1750832	Registered	20-Feb-1990	02-Feb-1993	Travelport, LP
ROOMMASTER (stylized)	74/030116	1675586	Registered	20-Feb-1990	11-Feb-1992	Travelport, LP
VIEWPOINT	78/253544	2825299	Registered	23-May-2003	23-Mar-2004	Travelport, LP
ASK TRAVELPORT	77/519455	3753654	Registered	10-Jul-2008	02-Mar-2010	Travelport Inc.
JUMPSTART	78/513568	3041040	Registered	09-Nov-2004	10-Jan-2006	Travelport Inc.
THOR & Design	76/104845	2613296	Registered	08-Aug-2000	27-Aug-2002	Travelport Inc.
THOR DESIGN	76/104844	2479890	Registered	08-Aug-2000	21-Aug-2001	Travelport Inc.
TRAVELPORT	76/251034	2679926	Registered	04-May-2001	28-Jan-2003	Travelport Inc.
TRAVELPORT	78/861891	3843199	Registered	14-Apr-2006	31-Aug-2010	Travelport Inc.
TRAVELPORT FARE VERIFIED	77/373306	3699677	Registered	16-Jan-2008	20-Oct-2009	Travelport Inc.
TRAVELPORT RAPID REPRICE	77/375381	3617030	Registered	18-Jan-2008	05-May-2009	Travelport Inc.
Travelport Strata Design	78/920241	3720208	Registered	29-Jun-2006	01-Dec-2009	Travelport Inc.

TRAVELPORT EXPRESS	78/282397	2,958,286	Registered	04-Aug-2003	31-May-2005	Travelport Inc.
TRAVELPORT TRAVERSA	77/415986	3842009	Registered	07-Mar-2008	31-Aug-2010	Travelport Inc.
TRAVELPORT VIEWTRIP	77/375692	3617033	Registered	18-Jan-2008	05-May-2009	Travelport Inc.
TRAVELPORTSAVER	78/679732	3345399	Registered	27-Jul-2005	27-Nov-2007	Worldspan Technologies Inc.
CAR SELECT	74/516307	1990503	Registered	25-Apr-1994	30-Jul-1996	Travelport LP
FASTCLIP	74/556498	1924274	Registered	02-Aug-1994	03-Oct-1995	Travelport LP
FASTMAIL	74/556493	1924272	Registered	02-Aug-1994	03-Oct-1995	Travelport LP
GALILEO	75/645802	2572524	Registered	22-Feb-1999	28-May-2002	Travelport LP
GALILEO	73/700927	1647908	Registered	16-Dec-1987	18-Jun-1991	Travelport LP
MONEYSAVER (stylized)	73/486393	1399066	Registered	21-Jun-1984	24-Jun-1986	Travelport LP
POWER PRICING	74/583593	1962894	Registered	07-Oct-1994	19-Mar-1996	Travelport LP
POWER SHOPPER	75/130183	2115536	Registered	05-Jul-1996	25-Nov-1997	Travelport LP
SCRIPTPRO	75/022125	2004517	Registered	20-Nov-1995	01-Oct-1996	Travelport LP
SECURATE	74/497735	1947439	Registered	07-Mar-1994	09-Jan-1996	Travelport LP
TECHXCHANGE	74/496166	1955617	Registered	03-Mar-1994	13-Feb-1996	Travelport LP
TRAVEL TECHNOLOGY SO ADVANCED, IT'S SIMPLE	78/611753	3138318	Registered	19-Apr-2005	05-Sep-2006	Travelport LP
TRAVELPORT ROOMS AND MORE	85/372,664		Pending	15-Jul-2011		Travelport LP
WORLDSPAN	73/838498	1608514	Registered	13-Nov-1989	31-Jul-1990	Travelport LP
WORLDSPAN and design	75/346065	2189417	Registered	22-Aug-1997	15-Sep-1998	Travelport LP
WORLDSPAN AIRLINE SOURCE	74/409262	1874327	Registered	06-Jul-1993	17-Jan-1995	Travelport LP
WORLDSPAN CAR SOURCE	74/264777	1785867	Registered	13-Apr-1992	03-Aug-1993	Travelport LP
WORLDSPAN CORPORATE FLEET	75/277795	2209715	Registered	21-Apr-1997	08-Dec-1998	Travelport LP
WORLDSPAN FARESOURCE	76/592364	3204293	Registered	17-May-2004	30-Jan-2007	Travelport LP
WORLDSPAN GO!	75/435794	2275654	Registered	17-Feb-1998	07-Sep-1999	Travelport LP

WORLDSPAN HOTEL SELECT	74/422004	1877037	Registered	09-Aug-1993	31-Jan-1995	Travelport LP
WORLDSPAN HOTEL SOURCE	74/264828	1784474	Registered	13-Apr-1992	27-Jul-1993	Travelport LP
WORLDSPAN INTERACTIVE MAPS	76/547052	3077119	Registered	25-Sep-2003	04-Apr-2006	Travelport LP
WORLDSPAN INTERCHANGE	78/518375	3089656	Registered	17-Nov-2004	09-May-2006	Travelport LP
WORLDSPAN RAPID REPRICE	76/458064	2971585	Registered	15-Oct-2002	19-Jul-2005	Travelport LP
WORLDSPAN RATE RUNNER	78/661508	3209726	Registered	30-Jun-2005	13-Feb-2007	Travelport LP
WORLDSPAN TOUR SOURCE	74/264795	1785868	Registered	13-Apr-1992	03-Aug-1993	Travelport LP
WORLDSPAN TRIP MANAGER XE	78/493433	3075954	Registered	01-Oct-2004	04-Apr-2006	Travelport LP
THOR	75/693851	2533290	Registered	28-Apr-1999	29-Jan-2002	Travelport Inc.
THOR	75/344802	2252615	Registered	21-Aug-1997	15-Jun-1999	Trip.com, Inc.*
WORLDSPAN GLOBE DESIGN	74/398846	1,828,591	Registered	07-Jun-1993	29-Mar-1994	Worldspan, L.P.**

* - Trip.com, Inc. merged into Travelport Inc.
** - Worldspan changed its name to Travelport, LP