

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Corporate Finance Bank SAS, London Branch, as Security Agent	FORMERLY Lehman Brothers International (Europe), as Security Agent	05/16/2012	Societe par Actions Simplifiee (SAS): FRANCE
RECEIVING PARTY DATA			
Name:	Scheduled Airlines Traffic Office, Inc.		
Street Address:	Carlson Parkway, P.O. Box 59159		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55459-8249		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2690293	SATOTRAVEL	
Registration Number:	1766257	SATO	
CORRESPONDENCE DATA			
Fax Number:	2159942222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(215) 994-2273		
Email:	henry.huffnagle@dechert.com		
Correspondent Name:	Henry W. Huffnagle		
Address Line 1:	Dechert LLP, 2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
ATTORNEY DOCKET NUMBER:	377966-381227		
NAME OF SUBMITTER:	Henry W. Huffnagle		

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Signature:	/Henry W. Huffnagle/
Date:	05/16/2012
Total Attachments: 4 source=CWT & GE Release#page1.tif source=CWT & GE Release#page2.tif source=CWT & GE Release#page3.tif source=CWT & GE Release#page4.tif	

TERMINATION AND RELEASE

This TERMINATION AND RELEASE ("Release"), dated as of May 16, 2012, is made by GE Corporate Finance Bank SAS, London Branch (as successor to Lehman Brothers International (Europe)), as Security Agent (the "Agent") for the Lenders (as defined in the Credit Agreements described below), in favor of Scheduled Airlines Traffic Offices, Inc., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to the Senior Facilities Agreement, dated as of August 3, 2006, among CWT B.V., the entities party thereto from time to time as borrowers (the "Senior Borrowers"), the Agent, and the banks and other financial institutions (the "Lenders") from time to time parties thereto (as amended, supplemented or otherwise modified from time to time, the "Senior Credit Agreement"), and the Mezzanine Facilities Agreement, dated as of August 3, 2006, among CWT B.V., the entities party thereto from time to time as borrowers (the "Mezzanine Borrowers" and, together with the Senior Borrowers, the "Borrowers"), the Agent, and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Mezzanine Credit Agreement" and, together with the Senior Credit Agreement, the "Credit Agreements"), the Lenders had severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreements, the Grantor executed and delivered a Security Agreement, dated as of August 8, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest (the "Security Interest") in the Intellectual Property, including, without limitation, the trademarks listed in Schedule A (the "Trademarks"), notice of which was recorded on September 19, 2006, at the United States Patent and Trademark Office at Reel 3392, Frame 0782; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Release of Security Interest. With effect from the date of this Release, the Agent, for itself and on behalf of the Lenders, hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title, or interest of the Agent or the Lenders in such Trademarks shall hereby cease and become void, and the Agent hereby reassigns to the Grantor any and all such right, title and interest that the Agent or the Lenders may have in such Trademarks.

2. Further Assurances. The Agent hereby agrees upon the request of the Grantor (at the sole cost and expense of the Grantor) to duly execute, acknowledge, procure and deliver any

further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

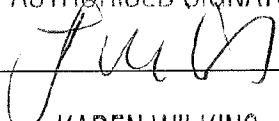
[Signature page immediately follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**GE Corporate Finance Bank SAS,
London Branch,**
as Security Agent for the Lenders



Name: VERONICA IRLAM
Title: AUTHORISED SIGNATORY



Name: KAREN WILKINS
Title: AUTHORISED SIGNATORY

SCHEDULE A

U.S. Trademark Registrations & Applications

Trademark	Registration/Serial Number	Registration/Application Date
SATOTRAVEL	2,690,293	2/25/03
SATO	1,766,257	4/20/93

17170700.4.BUSINESS