

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORBITZ, LLC		03/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
ORBITZ FOR BUSINESS, INC. (f/k/a TRAVELPORT FOR BUSINESS)		03/25/2013	CORPORATION: DELAWARE
ORBITZ AWAY LLC		03/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
INTERNETWORK PUBLISHING CORPORATION		03/25/2013	CORPORATION: FLORIDA
TRIP NETWORK, INC.		03/25/2013	CORPORATION: DELAWARE
ORBITZ WORLDWIDE, LLC		03/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Serial Number:	77178668	A STEP AHEAD	
Registration Number:	2832786	DEALDETECTOR	
Serial Number:	85542392	DESTINATION EXPLORER	
Registration Number:	2799043	O	
Registration Number:	3002195	O	
Registration Number:	2858685	ORBITZ	

OP \$1015.00 77178668

Registration Number:	2799051	ORBITZ
Registration Number:	3104827	ORBITZ AND GO
Registration Number:	2874581	ORBITZ FOR BUSINESS
Registration Number:	2874582	ORBITZ FOR BUSINESS
Registration Number:	3158430	ORBITZ GAMES
Registration Number:	2951983	ORBITZ.COM
Registration Number:	3634156	ORBITZ PRICE ASSURANCE
Serial Number:	85674104	ORBUCKS
Serial Number:	85864720	ORBITZ REWARDS
Serial Number:	85084497	WHEN YOU ORBITZ YOU KNOW
Registration Number:	2697179	AUTOAGENT
Registration Number:	2697180	AUTOBOOK
Registration Number:	2630846	HIGHWIRE
Registration Number:	2694741	HIGHWIRE
Registration Number:	2734860	HIGHWIRE EXPRESS
Registration Number:	2715883	HIGHWIRE EXPRESS PLUS
Registration Number:	2614311	SELF-SERVICE WHEN YOU WANT IT, FULL-SERV
Registration Number:	2653423	TECHNOLOGY IN SUPPORT OF SERVICE
Registration Number:	2526717	AWAY.COM
Registration Number:	2657694	AWAY.COM
Registration Number:	2123268	GORP
Registration Number:	2554873	GORP
Registration Number:	2672083	YOUR DAILY ESCAPE
Registration Number:	3957529	ADVENTUREFINDER
Registration Number:	2908184	LODGING.COM
Registration Number:	3227706	CHEAP OF THE WEEK
Registration Number:	2997308	CHEAP TICKETS GOLD
Registration Number:	2021749	CHEAP TICKETS
Serial Number:	76043058	CHEAP TICKETS INC.
Registration Number:	2554986	CHEAP TICKETS INC.
Registration Number:	2722243	CHEAPTICKETS
Registration Number:	2665841	CHEAPTICKETS.COM
Registration Number:	3372269	THE LESS YOU PAY, THE BETTER IT FEELS
Registration Number:	2696186	TRIP.COM

Fax Number: 8668265420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

CRS1-38639

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

05/02/2013

Total Attachments: 15

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GRANT OF  
SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS (“Agreement”), effective as of March 25, 2013, is made by INTERNETWORK PUBLISHING CORPORATION, a Florida corporation, NEAT GROUP CORPORATION, a Delaware corporation, ORBITZ AWAY LLC, a Delaware limited liability company, ORBITZ FOR BUSINESS, INC., a Delaware corporation, ORBITZ, LLC, a Delaware limited liability company, ORBITZ WORLDWIDE, LLC, a Delaware limited liability company, and TRIP NETWORK, INC., a Delaware corporation (each, an “Obligor” and collectively, the “Obligors”), in favor of CREDIT SUISSE AG, as Collateral Agent (the “Agent”) for the several banks and other financial institutions party to the Credit Agreement dated as of March 25, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ORBITZ WORLDWIDE, INC., a Delaware corporation (the “Borrower”), the Agent, the other parties party thereto and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”).

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, the Borrower, the Obligors and certain other related entities of the Borrower have executed and delivered an Intellectual Property Security Agreement, dated as of March 25, 2013, in favor of the Agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the “IP Security Agreement”);

WHEREAS, pursuant to the IP Security Agreement, each of the Obligors pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a security interest in all Intellectual Property, including the Patents and 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, and in order to induce 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 other Secured Parties, 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 in Patents. Each Obligor hereby pledges and grants a security interest in all of such Obligor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Patent Collateral"), to the Agent for the benefit of the Agent and the other Secured Parties to secure the payment, performance and observance of the Obligations.

SECTION 3. Grant of Security Interest in Trademarks. Each Obligor hereby pledges and grants a security interest in all such Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule B hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the other Secured Parties to secure the 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 Trademark 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 Trademark Collateral.

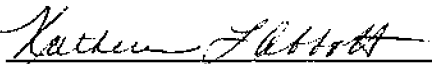
SECTION 3. Purpose. This Agreement has been executed and delivered by each Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Agent and the other Secured Parties 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 its terms.

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.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

INTERNETWORK PUBLISHING CORPORATION  
NEAT GROUP CORPORATION  
ORBITZ AWAY LLC  
ORBITZ FOR BUSINESS, INC.  
ORBITZ, LLC  
ORBITZ WORLDWIDE, LLC  
TRIP NETWORK, INC.

By:   
Name: Katherine L. Abbott  
Title: Vice President and Treasurer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By: 

Name: JUDITH E. SMITH  
Title: MANAGING DIRECTOR

By: 

Name: Michael D'Onofrio  
Title: Associate

[Short Form Patent and Trademark Security Agreement]

[[3400326]]

**TRADEMARK**  
**REEL: 005020 FRAME: 0346**

**SCHEDULE A****U.S. PATENTS OWNED BY ORBITZ, LLC***U.S. Patents*

<u>Patent Number</u>	<u>Issue Date</u>
7,231,382	06/12/07
7,376,662	05/20/08
7,412,438	08/12/08
7,555,387	06/30/09
7,587,390	09/08/09
7,725,488	05/25/10
7,769,610	08/03/10
7,962,354	06/14/11
8,209,200	06/26/12
8,352,454	01/08/13

*U.S. Patent Applications*

<u>Serial Number</u>	<u>Application Filing Date</u>
10/687,366	10/15/03
11/187,310	07/22/05

**U.S. PATENTS OWNED BY ORBITZ WORLDWIDE, LLC***U.S. Patents*

<u>Patent Number</u>	<u>Issue Date</u>
8,175,918	05/08/12

*U.S. Patent Applications*

<u>Serial Number</u>	<u>Application Filing Date</u>
12/126,550	05/23/08
12/198,405	08/26/08

**U.S. PATENTS OWNED BY NEAT GROUP CORPORATION***U.S. Patents*

<u>Patent Number</u>	<u>Issue Date</u>
7,136,821	11/14/06

## SCHEDULE B

### U.S. Trademarks and Trademark Applications

#### U.S. TRADEMARKS OWNED BY ORBITZ, LLC

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Owner Name</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	A STEP AHEAD	Orbitz, LLC	77/178668	5/11/2007	Pending	Abandoned
United States	DEALDETECTO R	Orbitz, LLC	76/429958	7/12/2002	2832786	4/13/2004
United States	DESTINATION EXPORER	Orbitz, LLC	85/542392	02/14/2012	Pending	
United States	O DESIGN (Stylized with Arrows)	Orbitz, LLC	76/975917	1/19/2001	2799043	12/23/2003
United States	O DESIGN (Stylized with Arrows)	Orbitz, LLC	76/196862	1/19/2001	3002195	9/27/2005
United States	ORBITZ	Orbitz, LLC	76/975902	4/18/2000	2858685	6/29/2004
United States	ORBITZ (Stylized with Arrows)	Orbitz, LLC	76/976003	1/19/2001	2799051	12/23/2003
United States	ORBITZ AND GO	Orbitz, LLC	78/386345	3/17/2004	3104827	6/13/2006
United States	ORBITZ FOR BUSINESS & DESIGN	Orbitz, LLC	78/242113	4/25/2003	2874581	8/17/2004
United States	ORBITZ FOR BUSINESS & DESIGN	Orbitz, LLC	78/242118	4/25/2003	2874582	8/17/2004
United States	ORBITZ GAMES	Orbitz, LLC	78/760568	11/23/2005	3158430	10/17/2006
United States	ORBITZ.COM	Orbitz, LLC	76/029066	4/18/2000	2951983	5/17/2005
United States	ORBITZ PRICE ASSURANCE	Orbitz, LLC	77/516906	7/8/08	3634156	6/09/2009
United States	ORBUCKS	Orbitz, LLC	85/674104	07/11/2012	Pending	
United States	Orbitz Rewards	Orbitz, LLC	85/864720	03/01/2013	Pending	
United States	WHEN YOU ORBITZ YOU KNOW	Orbitz, LLC	85084497	7/14/2010	Pending	Closed

**U.S. TRADEMARKS OWNED BY ORBITZ FOR BUSINESS, INC. (FORMERLY  
TRAVELPORT FOR BUSINESS, INC.)**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Owner Name</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	AUTOAGENT Cancelled	Orbitz for Business, Inc.	76251032	04-May-2001	2697179	18-Mar-2003
United States	AUTOBOOK Cancelled	Orbitz for Business, Inc.	76251033	04-May-2001	2697180	18-Mar-2003
United States	HIGHWIRE Cancelled	Orbitz for Business, Inc.	76250522	04-May-2001	2630846	08-Oct-2002
United States	HIGHWIRE (Stylized) Cancelled	Orbitz for Business, Inc.	76241569	16-Apr-2001	2694741	11-Mar-2003
United States	HIGHWIRE EXPRESS Cancelled	Orbitz for Business, Inc.	78/148561	29-Jul-2002	2734860	08-Jul-2003
United States	HIGHWIRE EXPRESS PLUS Cancelled	Orbitz for Business, Inc.	78/148565	29-Jul-2002	2715883	13-May-2003
United States	SELF-SERVICE WHEN YOU WANT IT, FULL- SERVICE WHEN- Cancelled	Orbitz for Business, Inc.	76172545	29-Nov-2000	2614311	03-Sep-2002
United States	TECHNOLOGY IN SUPPORT OF SERVICE	Orbitz for Business, Inc.	76172546	29-Nov-2000	2653423	26-Nov-2002

### U.S. TRADEMARKS OWNED BY ORBITZ AWAY LLC

Jurisdiction	Trademark	Owner Name	App. No.	App. Date	Reg. No.	Reg. Date
United States	AWAY.COM	Orbitz Away LLC	75/903854	27-Jan-2000	2526717	08-Jan-2002
United States	AWAY.COM & Design	Orbitz Away LLC	75/904648	28-Jan-2000	2657694	10-Dec-2002
United States	GORP	Orbitz Away LLC	75/177381	07-Oct-1996	21232268	23-Dec-1997
United States	GORP & Design	Orbitz Away LLC	76/010981	24-Mar-2000	2554873	02-Apr-2002
United States	YOUR DAILY ESCAPE Cancelled	Orbitz Away LLC	76/386429	22-Mar-2002	2672083	07-Jan-2003
United States	ADVENTURE FINDER	Orbitz Away LLC	85125280	10-Sep-2010	3957529	5/10/2011

**U.S. TRADEMARKS OWNED BY INTERNETWORK PUBLISHING CORPORATION**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Owner Name</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	LODGING.COM	InterNetwork Publishing Corp.	78/165978	19-Sep-2002	2908184	07-Dec-2004

### U.S. TRADEMARKS OWNED BY TRIP NETWORK, INC.

Jurisdiction	Trademark	Owner Name	App. No.	App. Date	Reg. No.	Reg. Date
United States	CHEAP OF THE WEEK	Trip Network, Inc.	78/902585	07-Jun-2006	3227706	10-Apr-2007
United States	CHEAP TICKETS GOLD	Trip Network, Inc.	78/376750	02-Mar-2004	2997308	20-Sep-2005
United States	CHEAP TICKETS & Design	Trip Network, Inc.	74/683869	02-Jun-1995	2021749	10-Dec-1996
United States	CHEAP TICKETS INC. & Design	Trip Network, Inc.	76/043058	08-May-2000		
United States	CHEAP TICKETS INC. & Design	Trip Network, Inc.	76/043059	08-May-2000	2554986	02-April-2002 - Cancelled
United States	CHEAPTICKETS & Luggage Tag Design	Trip Network, Inc.	76/265960	31-May-2001	2722243	03-Jun-2003
United States	CHEAPTICKETS.COM	Trip Network, Inc.	76/303246	21-Aug-2001	2665841	24-Dec-2002
United States	THE LESS YOU PAY, THE BETTER IT FEELS	Trip Network, Inc.	77/182501	16-May-2007	3372269	22-Jan-2008

**U.S. TRADEMARKS OWNED BY ORBITZ WORLDWIDE, LLC**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Owner Name</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	TRIP.COM	Orbitz Worldwide, LLC	75/982418	19-Feb-1999	2696186	11-Mar-2003