

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travelocity.com LP		02/28/2014	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Orbitz, LLC		
Street Address:	500 W. Madison Street		
Internal Address:	Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3260448	WORLD CHOICE TRAVEL	
Registration Number:	3222120	WE BUILD YOUR BRAND ... NOT OURS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	julie.weber@orbitz.com		
Correspondent Name:	Orbitz LLC, c/o Julie M. Weber		
Address Line 1:	500 W. Madison Street		
Address Line 2:	Suite 1000		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Julie M. Weber		
SIGNATURE:	/Julie M. Weber/		
DATE SIGNED:	04/24/2014		
Total Attachments: 3			
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OP \$65.00 3260448

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of February 28, 2014, by and between Travelocity.com LP, a Delaware limited partnership ("Seller"), and Orbitz, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, the parties entered into that certain Asset Sale and Purchase Agreement (the "Asset Purchase Agreement"), dated as of February 19, 2014; and

WHEREAS, pursuant to the Asset Purchase Agreement, on the Closing Date (i) Seller has agreed to sell, free and clear of all Liens (other than Permitted Encumbrances), all of Seller's right, title, and interest in and to, the Transferred Assets including in and to the Assigned IP and (ii) Purchaser has agreed to purchase the Transferred Assets and assume the Assumed Liabilities, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the Assigned IP (as defined in the Asset Purchase Agreement) includes the following marks (hereinafter referred to as the "Marks").

Trademark	Registration No.
WORLD CHOICE TRAVEL SM	3,260,448
WE BUILD YOUR BRAND ... NOT OURS SM	3,222,120

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which Seller and Purchaser each hereby acknowledge, the parties hereby agree as follows:

1. Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to it in the Asset Purchase Agreement.
2. Effective as of the Effective Time, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser all of Seller's right, title and interest in and to the Marks, free and clear of all Liens other than Permitted Encumbrances.
3. Purchaser hereby accepts the sale, assignment, transfer, conveyance and delivery of all of Seller's right, title and interest in and to the Marks.
4. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement or that certain Assignment and Assumption Agreement by and between the parties, dated as of February 28, 2014, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.
5. Regardless of any conflict of law or choice of law principles that might otherwise apply, the parties agree that this Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Delaware.

6. This Agreement shall be effective as of the Effective Time.
7. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which shall be considered one and the same agreement.
8. This Agreement shall inure to the benefit of and be binding upon Purchaser and Seller, their respective legal representatives, successors and assigns.


[Signatures on Following Page]

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the date first above written.

SELLER

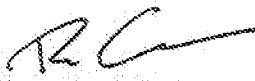
TRAVELOCITY.COM LP

By: TRAVELOCITY.COM LLC, its General Partner

By: 
Name: Miles Oh
Title: VP Corporate Development

PURCHASER

ORBITZ, LLC

By: 
Name: Ronnie Gurion
Title: President, QLOW Distribution & Partner Marketing

[Signature Page to Trademark Assignment Agreement]