TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Travelport, LP		09/02/2014	LIMITED PARTNERSHIP: DELAWARE
Travelport, Inc.		09/02/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking corporation: GERMANY

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2770579	APOLLO
Registration Number:	3555633	APOLLO
Registration Number:	1268761	APOLLO
Registration Number:	3753654	ASK TRAVELPORT
Registration Number:	1990503	CAR SELECT
Registration Number:	3720208	
Registration Number:	1924274	FASTCLIP
Registration Number:	1924272	FASTMAIL
Registration Number:	1617443	FOCALPOINT
Registration Number:	1599827	FOCALPOINT
Registration Number:	1508532	FOCALPOINT
Registration Number:	2572524	GALILEO
Registration Number:	1647908	GALILEO
Registration Number:	1399066	MONEY $AVER
Registration Number:	1962894	POWER PRICING
Registration Number:	2115536	POWER SHOPPER
Registration Number:	2004517	SCRIPTPRO
Registration Number:	1947439	SECURATE

CH $890.00 2770579

Property Type	Number	Word Mark
Registration Number:	1955617	TECHXCHANGE
Registration Number:	2479890	THOR
Registration Number:	2613296	THOR
Registration Number:	2533290	THOR
Registration Number:	2252615	THOR
Registration Number:	3843199	TRAVELPORT
Registration Number:	2679926	TRAVELPORT
Registration Number:	3699677	TRAVELPORT FARE VERIFIED
Registration Number:	4419020	TRAVELPORT ROOMS AND MORE
Registration Number:	3842009	TRAVELPORT TRAVERSA
Registration Number:	3617033	TRAVELPORT VIEWTRIP
Registration Number:	2189417	WORLDSPAN
Registration Number:	1608514	WORLDSPAN
Registration Number:	1874327	WORLDSPAN AIRLINE SOURCE
Registration Number:	2209715	WORLDSPAN CORPORATE FLEET
Registration Number:	2275654	WORLDSPAN GO!
Registration Number:	1877037	WORLDSPAN HOTEL SELECT

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 735-3717

Email: Elena.Keil@skadden.com

Correspondent Name: Elena O. Keil

Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 2: Four Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	031330/1212
NAME OF SUBMITTER:	Elena O. Keil
SIGNATURE:	/Elena O. Keil/
DATE SIGNED:	09/11/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 2, 2014 by TRAVELPORT, LP and TRAVELPORT, INC. (each a "**Grantor**"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, each Grantor is party to a Security Agreement dated as of September 2, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of each Grantor:

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending listed on Schedule I attached hereto.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2 hereof attach to any "intent to use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that granting a security interest in such Trademark application prior to such filing would impair the enforceability or validity of such Trademark application or any registration that issues therefrom under applicable federal Law.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

TRADEMARK
REEL: 005361 FRAME: 0424

TRAVELPORT, LP, as a Guarantor

BY: TRAVELPORT HOLDINGS, LLC, its general partner

By:_____
Name: Rochelle Boas
Title: Senior Vice President and Assistant Secretary

TRAVELPORT INC., as a Guarantor

By:_____
Name: Rochelle Boas
Title: Senior Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By: _____
Name: Kirk L. Tashjian
Title: Vice President

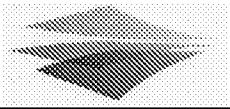
By: _____
Name: Peter Cucchiara
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

Applications: None.

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
TRAVELPORT, LP	2770579	APOLLO
TRAVELPORT, LP	3555633	APOLLO
TRAVELPORT, LP	1268761	APOLLO
TRAVELPORT, INC.	3753654	ASK TRAVELPORT
TRAVELPORT, LP	1990503	CAR SELECT
TRAVELPORT, INC.	3720208	DESIGN ONLY 
TRAVELPORT, LP	1924274	FASTCLIP
TRAVELPORT, LP	1924272	FASTMAIL
TRAVELPORT, LP	1617443	FOCALPOINT
TRAVELPORT, LP	1599827	FOCALPOINT
TRAVELPORT, INC.	1508532	FOCALPOINT
TRAVELPORT, LP	2572524	GALILEO
TRAVELPORT, LP	1647908	GALILEO
TRAVELPORT, LP	1399066	MONEY $AVER
TRAVELPORT, LP	1962894	POWER PRICING
TRAVELPORT, LP	2115536	POWER SHOPPER
TRAVELPORT, LP	2004517	SCRIPTPRO
TRAVELPORT, LP	1947439	SECURATE
TRAVELPORT, LP	1955617	TECHXCHANGE
TRAVELPORT, INC.	2479890	THOR
TRAVELPORT, INC.	2613296	THOR
TRAVELPORT, INC.	2533290	THOR
TRAVELPORT, INC.	2252615	THOR
TRAVELPORT, INC.	3843199	TRAVELPORT
TRAVELPORT, INC.	2679926	TRAVELPORT
TRAVELPORT, INC.	3699677	TRAVELPORT FARE VERIFIED

TRAVELPORT, LP	4419020	TRAVELPORT ROOMS AND MORE
TRAVELPORT, INC.	3842009	TRAVELPORT TRAVERSA
TRAVELPORT, INC.	3617033	TRAVELPORT VIEWTRIP
TRAVELPORT, LP	2189417	WORLDSPAN
TRAVELPORT, LP	1608514	WORLDSPAN
TRAVELPORT, LP	1874327	WORLDSPAN AIRLINE SOURCE
TRAVELPORT, LP	2209715	WORLDSPAN CORPORATE FLEET
TRAVELPORT, LP	2275654	WORLDSPAN GO!
TRAVELPORT, LP	1877037	WORLDSPAN HOTEL SELECT