

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORBITZ, LLC		09/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
TRIP NETWORK, INC.		09/22/2014	CORPORATION: 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: 3			
Property Type	Number	Word Mark	
Registration Number:	3222120	WE BUILD YOUR BRAND ... NOT OURS	
Registration Number:	3260448	WORLD CHOICE TRAVEL	
Registration Number:	2722243	CHEAPTICKETS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>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.</i>			
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:	CRS1-39754		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	09/25/2014		
Total Attachments: 5			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“Agreement”), effective as of September 22, 2014, is made by ORBITZ, 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, 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 Patents and Trademarks;

WHEREAS, each Obligor is required to deliver to the Agent every fiscal quarter, with respect to issued or registered Patents (or published applications therefor) or Trademarks (or applications therefor), an appropriate Intellectual Property Security Agreement with respect to all applicable Intellectual Property owned or exclusively licensed by such Obligor as of the last day of such period, to the extent that such Intellectual Property is not covered by a previous Intellectual Property Security Agreement delivered and signed by such Obligor;

WHEREAS, each Obligor wishes to supplement the IP Security Agreement so as to record the security interests granted in the additional Trademarks listed on Schedule A hereto; 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 having induced 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 Trademarks. Each Obligor hereby pledges and grants a security interest in all its right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A 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.

ORBITZ, LLC

By: Katherine L. Abbott
Name:
Title: **Katherine L. Abbott**
Vice President & Treasurer


TRIP NETWORK, INC.

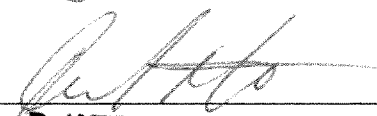
By: Katherine L. Abbott
Name:
Title: **Katherine L. Abbott**
Vice President & Treasurer

[Signature Page --- Short Form Trademark Filing]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY

By: 
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

[Signature Page -- Short Form Trademark Filing]

SCHEDULE A

Jurisdiction	Trademark	Owner Name	App. No.	App. Date	Reg. No.	Reg. Date
United States	WE BUILD YOUR BRAND...NOT OURS	Orbitz, LLC	78830286	3/6/2006	3222120	3/27/2007
United States	WORLD CHOICE TRAVEL	Orbitz, LLC	78830374	3/6/2006	3260448	7/10/2007
United States	CHEAP TICKETS & LUGGAGE TAG DESIGN	Trip Network, Inc.	76/265960	5/31/2001	2722243	6/3/2003

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