

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		07/31/2017	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Bank: UNITED STATES		
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	
Registration Number:	1955617	TECHXCHANGE	
TRADEMARK			

CH \$890.00 2770579

Property Type	Number	Word Mark
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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 244130/1465

NAME OF SUBMITTER: Rebecca Rodal

SIGNATURE: /Rebecca Rodal/

DATE SIGNED: 08/01/2017

Total Attachments: 8

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**TRADEMARK SECURITY INTEREST
ASSIGNMENT AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of July 31, 2017, by and between DEUTSCHE BANK AG NEW YORK BRANCH, as the resigning collateral agent (in such capacity, "Assignor") and GOLDMAN SACHS BANK USA, as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Trademark Security Agreement, dated as of September 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement"), by and between TRAVELPORT, LP, a Delaware limited partnership and TRAVELPORT INC., a Delaware corporation (each, a "Grantor") and Assignor;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to Assignor a security interest in all of its right, title and interest in, to and under the registered trademarks and trademark applications described on Schedule I annexed hereto (excluding any Excluded Assets) and made a part hereof (the "Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on September 11, 2014 on Reel 5361 / Frame 421;

WHEREAS, pursuant to that certain Agent Resignation and Appointment, dated as of the date hereof (the "Resignation and Appointment"), among Travelport Finance (Luxembourg) S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 189.658, having its registered office at 20, rue Eugène Ruppert, L-2453 Luxembourg and with a share capital of USD 180,000 ("Borrower"), Assignor, Assignee, the other agents party thereto and the lenders party thereto: (a) Assignor resigned as collateral agent under (i) the Credit Agreement, dated as of September 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among Travelport Limited, a company incorporated under the laws of Bermuda ("Holdings"), Borrower, certain other subsidiaries of Holdings, as guarantors, the lenders party thereto and Assignor, as administrative agent and collateral agent, (ii) the Security Agreement and (iii) the other Loan Documents (as defined in the Credit Agreement) and (b) Assignee has been exclusively vested with, and agrees to perform, all the rights, powers, privileges and duties of Assignor as collateral agent under the Credit Agreement, the Security Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's rights, titles and interests

as the Collateral Agent under or in connection with the Security Agreement, including, without limitation, Assignor's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Subject to and in accordance with the Resignation and Appointment and effective as of the date hereof, Assignor does hereby assign to Assignee all of its rights, titles and interests as the Collateral Agent under or in connection with the Security Agreement, including without limitation, its security interest in the Collateral, and Assignee does hereby accept and assume all of such right, title, interest and security interests as the Collateral Agent under or in connection with the Security Agreement, including without limitation, such security interest in the Collateral.

3. Acknowledgment of Grantors. Each Grantor hereby (i) confirms its grant to Assignee of a security interest in the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

DEUTSCHE BANK AG NEW YORK BRANCH, as
the resigning Collateral Agent

By: 
Name: Anca Trifan
Title: Managing Director

By: 
Name: Dusan Lazarov
Title: Director

ASSIGNEE:

GOLDMAN SACHS BANK USA, as the successor
Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:


DEUTSCHE BANK AG NEW YORK BRANCH, as
the resigning Collateral Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:


GOLDMAN SACHS BANK USA, as the successor
Collateral Agent

By: 
Name: _____ Elizabeth Fischer
Title: _____ Authorized Signatory

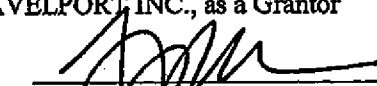
ACKNOWLEDGED AND AGREED:

TRAVELPORT, LP, as a Grantor

BY: TRAVELPORT HOLDINGS, LLC, its general partner

By: 
Name: Rochelle Boas
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

TRAVELPORT INC., as a Grantor

By: 
Name: Rochelle Boas
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

[Signature Page to Trademark Security Interest Assignment Agreement - Travelport]

SCHEDULE I
TO

TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT




Trademark Registrations and Applications

[See attached.]

**Schedule I
Trademark Registrations and Use Applications**

Applications: None.

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
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
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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
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TRAVELPORT, LP	1874327	WORLDSPAN AIRLINE SOURCE
TRAVELPORT, LP	2209715	WORLDSPAN CORPORATE FLEET
TRAVELPORT, LP	2275654	WORLDSPAN GO!
TRAVELPORT, LP	1877037	WORLDSPAN HOTEL SELECT