

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GBT III B.V.		08/13/2018	Besloten Vennootschap Met Bepaalde Aansprakelijkheid (Bvba): NETHERLANDS
GBT Travel Services UK Limited		08/13/2018	Private Limited Company: ENGLAND AND WALES

## RECEIVING PARTY DATA

<b>Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC.
<b>Street Address:</b>	1300 Thames Street, 4th Floor
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	2545368	BUSINESS TRAVEL MONITOR
<b>Registration Number:</b>	4737511	GLOBAL BUSINESS TRAVEL FIRST
<b>Registration Number:</b>	4189579	ON AIR THE ART OF GLOBAL AIR TRAVEL
<b>Registration Number:</b>	4189580	ON AIR THE ART OF GLOBAL AIR TRAVEL
<b>Registration Number:</b>	3021876	PREFERRED EXTRAS
<b>Registration Number:</b>	2208710	TICKET TRAX
<b>Serial Number:</b>	87578966	THE AMAZERY

## 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 &amp; Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	211320/2
<b>NAME OF SUBMITTER:</b>	Rebecca Rodal
<b>SIGNATURE:</b>	/rebecca rodal/
<b>DATE SIGNED:</b>	08/13/2018

**Total Attachments: 7**

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of August 13, 2018, is made by GBT III B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of The Netherlands, having its seat (statutaire zetel) in Amsterdam, The Netherlands and its registered office address at Hoogoorddreef 15, Atlas Arena, 1101 BA Amsterdam, The Netherlands and registered with the Dutch Commercial Register (Handelsregister) under number 59194731 (the “Dutch Grantor”), and GBT Travel Services UK Limited, a private limited company duly incorporated under the laws of England and Wales with registered number 08774160 (the “UK Grantor” and, together with the Dutch Grantor, the “Grantors” and each, a “Grantor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), in relation to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, GBT GROUP SERVICES B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) under the laws of the Netherlands, having its official seat (statutaire zetel) in Amsterdam, the Netherlands, and its registered office address at Hoogoorddreef 15, Atlas-Arena, 1101 BA Amsterdam, the Netherlands, registered with the Dutch Commercial Register (Handelsregister) under number 72308885, as the borrower (the “Borrower”), and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, (a) the UK Grantor, together with Global Business Travel Holdings Limited, has executed and delivered an English law Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “UK Security Agreement”) and (b) the Dutch Grantor, together with GBT Euro Travel Holdings B.V., has executed and delivered a Dutch law Omnibus Deed of Pledge dated as of the date hereof, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Dutch Security Agreement” and, together with the UK Security Agreement, the “Security Agreements” and each, a “Security Agreement”);

WHEREAS, pursuant to paragraph (a) of Clause 6.3 (Intellectual Property) of the UK Security Agreement, the UK Grantor is required to execute and deliver this Agreement; and paragraph (b) of Clause 7.4 of the Dutch Security Agreement, the Dutch Grantor is required to execute and deliver this Agreement; and

WHEREAS, each Grantor 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 Grantor agrees, for the benefit of the Collateral Agent and the 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.

For purposes of this Agreement:

“Proceeds” has the meaning given to it in the UCC.

“Supporting Obligations” has the meaning given to it in the UCC.

“Trademarks” means (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) the right to sue for past, present, and future infringements, dilutions and other violations of any of the foregoing, (d) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present, or future infringements, dilutions or other violations of any of the foregoing; and (e) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York; provided that, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection or priority of a security interest is governed by the personal property security laws of any jurisdiction other than New York, “UCC” shall mean the Uniform Commercial Code or similar personal property security laws as in effect in such other jurisdiction for the purposes of the provisions hereof relating to such perfection or priority and for the definitions related to such provisions.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”):

(a) all Trademarks of such Grantor, including, without limitation, those listed on Schedule A hereto.

(b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, all accessions to, substitutions and replacement for, and rents, profits and products of, each of the foregoing, all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the Security Interest shall not extend to any Excluded Assets including any intent-to-use trademark or service mark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law.

Each Grantor hereby irrevocably authorizes the Collateral Agent (or its designee) for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any financing statements with respect to the Intellectual Property Collateral or any part thereof and amendments thereto that (i) describe the collateral covered thereby in any manner that the Collateral Agent reasonably determines is necessary to ensure the perfection of the Security Interest in the Intellectual Property Collateral granted under this Agreement, including indicating the Intellectual Property Collateral as "all assets" or "all assets whether now owned or hereafter acquired" of such Grantor or words of similar effect or being of an equal or lesser scope or with greater detail, and (ii) contain the information required by the UCC or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including, if necessary, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Secured Parties in connection with the Security Agreements and is expressly subject to the terms and conditions thereof. Each Security Agreement (and all rights and remedies of the Collateral Agent and any receiver or delegate thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the respective Security Agreement, the terms of the respective Security Agreement shall govern.

SECTION 5. Term. This Agreement shall be coterminous with the UK Security Agreement (with respect to the obligations of the UK Grantor under this Agreement) and

coterminous with the Dutch Security Agreement (with respect to the obligations of the Dutch Grantor under this Agreement).

SECTION 6. Governing Law; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

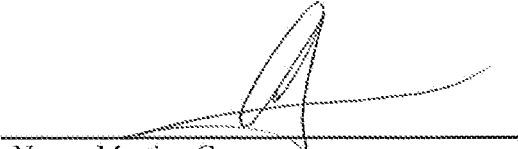
SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

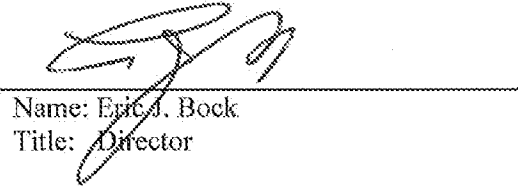
**GBT III B.V.**  
as a Grantor

By: \_\_\_\_\_

  
Name: Martine Gerow  
Title: Chief Financial Officer


**GBT TRAVEL SERVICES UK LIMITED**  
as a Grantor

By: \_\_\_\_\_

  
Name: Eric J. Bock  
Title: Director

[Signature Page to Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Collateral Agent

By:   
Name: Charles Montland  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]



## SCHEDULE A

### U.S. Trademark Registrations

Owner	Mark	Registration No.	Registration Date
GBT III B.V.	BUSINESS TRAVEL MONITOR	2,545,368	3/5/2002
GBT III B.V.	GLOBAL BUSINESS TRAVEL FIRST	4,737,511	5/19/2015
GBT III B.V.	ON AIR THE ART OF GLOBAL AIR TRAVEL	4,189,579	8/14/2012
GBT III B.V.	ON AIR THE ART OF GLOBAL AIR TRAVEL & Design	4,189,580	8/14/2012
GBT III B.V.	PREFERRED EXTRAS	3,021,876	11/29/2005
GBT III B.V.	TICKET TRAX	2,208,710	12/8/1998

### U.S. Trademark Applications

Owner	Mark	Serial No.	Filing Date
GBT TRAVEL SERVICES UK LIMITED	THE AMAZERY	87/578,966	8/22/2017