

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travelport Technologies LLC		06/05/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, National Association, as Collateral Agent		
Street Address:	120 South Sixth Street		
Internal Address:	Suite 1400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3555633	APOLLO	
Registration Number:	2770579	APOLLO	
Registration Number:	1268761	APOLLO	
Registration Number:	1617443	FOCALPOINT	
Registration Number:	1599827	FOCALPOINT	
Registration Number:	1647908	GALILEO	
Registration Number:	2572524	GALILEO	
Registration Number:	4419020	TRAVELPORT ROOMS AND MORE	
Registration Number:	2189417	WORLDSPAN	
Registration Number:	1608514	WORLDSPAN	
Registration Number:	2533290	THOR	
Registration Number:	2252615	THOR	
Registration Number:	2613296	THOR	
Registration Number:	2479890	THOR	
Registration Number:	2679926	TRAVELPORT	
Registration Number:	3843199	TRAVELPORT	
Registration Number:	3720208		
Registration Number:	3617033	TRAVELPORT VIEWTRIP	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5683752	TRAVELPORT WORLDSPAN
Registration Number:	5824543	TRAVELPORT APOLLO
Registration Number:	3753654	ASK TRAVELPORT

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	63768-30230
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/05/2020

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 5, 2020, is made by Travelport Technologies LLC, a Delaware limited liability company (the “Grantor”), in favor of UMB Bank, National Association (“UMB”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties, in connection with that certain Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among Travelport Technologies Holdings LLC, a Delaware limited liability company (“Holdings”), the Grantor, a wholly-owned subsidiary of Holdings, Toro Travelport Limited, as initial purchaser, and UMB, as the Purchaser Representative, Registrar, Settlement Agent, Paying Agent and Collateral Agent for the Purchasers thereunder from time to time.

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, the Purchasers have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Note Purchase Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Purchasers to purchase the Notes, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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 Note Purchase Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that,

applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by 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 Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor 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 Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Security Agreement, 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 Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Note Purchase Agreement, the terms of the Note Purchase Agreement shall govern.

5. 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.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Intent of Parties.

(a) The parties hereto intend, acknowledge and agree that (i) each Note is a "security" as that term is defined in Section 101(49) of the Bankruptcy Code, (ii) the Note Purchase Agreement, each Note and each Purchase Event or exchange of Notes under the Note Purchase Agreement is a "securities contract" as that term is defined in Section 741(7) of the Bankruptcy Code and used in Section 555 of the Bankruptcy Code, and a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code and as used in Section 561 of the Bankruptcy Code, (iii) each Purchaser as a customer of its agent UMB shall be a "financial institution" as such term is defined in Section 101(22) of the Bankruptcy Code and entitled to the "safe harbor" benefits and protections afforded under the Bankruptcy Code with respect to a "securities contract" and a "master netting agreement", including under Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code, (iv) all payments and transfers hereunder are "transfers" in connection with a securities contract as such term is defined and used under the Bankruptcy Code and shall have the benefits under Section 546(e) and 546(j) of the Bankruptcy Code, and (vi) the Guarantee and the Security Documents are each a security agreement or arrangement or other credit enhancement or guaranty related to and entered into in connection with

the Note Purchase Agreement and is thereby each a “securities contract” under Section 741(7)(xi) of the Bankruptcy Code and a “master netting agreement” as defined in Section 101(38A) of the Bankruptcy Code entitled to all the benefits under Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code

(b) The parties intend and acknowledge that either party’s right to cause the termination, liquidation or acceleration of, or to set-off or net termination values, payment amounts or other transfer obligations arising under, or in connection with, this Agreement or any Purchase Event or exchange of Notes under the Note Purchase Agreement or to exercise any other remedies pursuant to Section 11.2 of the Note Purchase Agreement or under the Guarantee or any Security Document is in each case a contractual right to cause or exercise such right as described in Sections 362(b)(6), 362(b)(27), 555 and 561 of the Bankruptcy Code.

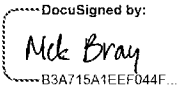
(c) The parties intend and acknowledge that if a party hereto is an “insured depository institution,” as such term is defined in the Federal Deposit Insurance Act, as amended (“FDIA”), then the Note Purchase Agreement and each Purchase Event or exchange of Notes under the Note Purchase Agreement is a “qualified financial contract,” as that term is defined in the FDIA and any rules, orders or policy statements thereunder.

(d) The parties intend and acknowledge that any provisions hereof or in any other document, agreement or instrument that is related in any way to the Note Purchase Agreement or this Agreement shall be deemed “related to” the Note Purchase Agreement and this Agreement within the meaning of Section 741 of the Bankruptcy Code, including, without limitation, the Guarantee and the Security Documents.

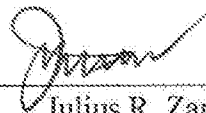
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRAVELPORT TECHNOLOGIES LLC, as the
Grantor

By:  _____
Name: Nicholas Bray
Title: Executive Vice President &
Chief Financial Officer

UMB BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Julius R. Zamora
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Registrations:

Mark	Application No./ Application Date	Registered Owner	Registration No. / Registration Date
APOLLO	75694975 30-APR-1999	Travelport Technologies LLC	3555633 06-JAN-2009
APOLLO	75982339 30-APR-1999	Travelport Technologies LLC	2770579 07-OCT-2003
APOLLO	73283681 28-OCT-1980	Travelport Technologies LLC	1268761 28-FEB-1984
FOCALPOINT	74009155 08-DEC-1989	Travelport Technologies LLC	1617443 16-OCT-1990
FOCALPOINT	73821591 25-AUG-1989	Travelport Technologies LLC	1599827 05-JUN-1990
GALILEO	73700927 16-DEC-1987	Travelport Technologies LLC	1647908 18-JUN-1991
GALILEO	75645802 22-FEB-1999	Travelport Technologies LLC	2572524 28-MAY-2002
TRAVELPORT ROOMS AND MORE	85372664 15-JUL-2011	Travelport Technologies LLC	4419020 15-OCT-2013
WORLDSPAN	75346065 22-AUG-1997	Travelport Technologies LLC	2189417 15-SEP-1998
WORLDSPAN	73838498 13-NOV-1989	Travelport Technologies LLC	1608514 31-JUL-1990
THOR	75693851 28-APR-1999	Travelport Technologies LLC	2533290 29-JAN-2002
THOR	75344802 21-AUG-1997	Travelport Technologies LLC	2252615 15-JUN-1999
THOR & Design	76104845 08-AUG-2000	Travelport Technologies LLC	2613296 27-AUG-2002
THOR DESIGN	76104844 08-AUG-2000	Travelport Technologies LLC	2479890 21-AUG-2001
TRAVELPORT	76251034 04-MAY-2001	Travelport Technologies LLC	2679926 28-JAN-2003
TRAVELPORT	78861891 14-APR-2006	Travelport Technologies LLC	3843199 31-AUG-2010
SHAPED PAPER (TRAVELPORT STRATA) DESIGN	78920241 29-JUN-2006	Travelport Technologies LLC	3720208 01-DEC-2009
TRAVELPORT VIEWTRIP	77375692 18-JAN-2008	Travelport Technologies LLC	3617033 05-MAY-2009
TRAVELPORT WORLDSPAN	87840165 19-MAR-2018	Travelport Technologies LLC	5683752 26-FEB-2019

Mark	Application No./ Application Date	Registered Owner	Registration No. / Registration Date
TRAVELPORT APOLLO	88039885 16-JUL-2018	Travelport Technologies LLC	5824543 06-AUG-2019
ASK TRAVELPORT	77519455 10-JUL-2008	Travelport Technologies LLC	3753654 02-MAR-2010

Trademark Applications:

None.