

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599676

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UMB Bank, National Association		09/25/2020	National Association: MISSOURI

RECEIVING PARTY DATA

Name:	Travelport Technologies LLC
Street Address:	300 Galleria Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3555633	APOLLO
Registration Number:	2770579	APOLLO
Registration Number:	1268761	APOLLO
Registration Number:	3720208	
Registration Number:	1599827	FOCALPOINT
Registration Number:	2572524	GALILEO
Registration Number:	1647908	GALILEO
Registration Number:	2773989	HOTELZON
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:	5824543	TRAVELPORT APOLLO
Registration Number:	4419020	TRAVELPORT ROOMS AND MORE
Registration Number:	3617033	TRAVELPORT VIEWTRIP
Registration Number:	5683752	TRAVELPORT WORLDSPAN
Registration Number:	2189417	WORLDSPAN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1608514	WORLDSPAN

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: dc_ipdocketing@akingump.com

Correspondent Name: Akin Gump Strauss Hauer & Feld LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Kiichi Take
SIGNATURE:	/Kiichi Take/
DATE SIGNED:	09/25/2020

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 25, 2020 (“Release”), is made by UMB Bank, National Association, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) in favor of Travelport Technologies LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement dated as of June 5, 2020 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Travelport Technologies Holdings LLC, the Grantor and the Collateral Agent, and the Grant of Security Interest in Trademark Rights dated as of June 5, 2020 by and among the Grantor and Collateral Agent (“Trademark Security Agreement”), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Grantor in and to all Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on June 5, 2020 at Reel 6954 Frame 0227.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

- (a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of the Grantor in and to, all of the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (b) reassigns, grants and conveys to the Grantor any and all of Collateral Agent’s right, title and interest in and to the Collateral; and
- (c) authorizes the recordation of this Release with the USPTO at the Grantor’s expense.

SECTION 3. Further Actions. The Collateral Agent agrees to take all further actions, and provide to the Grantor and their respective successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by the Grantor, at the applicable Grantor’s direction and sole cost and expense, to more fully and effectively effectuate the purpose of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.


SECTION 5. Collateral Agent Protections. Notwithstanding anything to the contrary contained herein, the Collateral Agent, without any representation or warranties or recourse of any nature whatsoever, executes this Release solely in accordance with, and in reliance upon, the mutual directions of the Grantor and Purchasers (as defined in the Note Purchase Agreement as defined in the Security Agreement) in the

Payoff Letter dated on or around the date hereof (the "Payoff Letter"). For the avoidance of doubt, the Collateral Agent takes all of these actions (and the actions set forth in Section 3 above) with all the rights, protections, immunities and indemnities afforded to it under the Note Purchase Agreement which survive the releases contemplated by this Release and in the Payoff Letter. If there should be any conflict with respect to the rights, protections, immunities, indemnities or obligations of the Collateral Agent under this Release and the Note Purchase Agreement and the Payoff Letter, the Note Purchase Agreement and the Payoff Letter shall govern over this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

UMB Bank, National Association, not in its individual capacity,
but solely as Collateral Agent

By: 
Name: Virginia Wilkerson
Title: Sr. V.P.

[Signature Page to Termination and Release of Security Interest in Trademarks]

Schedule A

U.S. Trademarks

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
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.