

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deem, Inc.		03/30/2023	Corporation: DELAWARE
Travelport, LP		03/30/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6786315	T	
Registration Number:	4645450	DEEM	
Registration Number:	4336372	DEEM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1945105 TM		
NAME OF SUBMITTER:	Jordana S. Dreyfuss		
SIGNATURE:	/Jordana S. Dreyfuss/		
DATE SIGNED:	03/30/2023		
Total Attachments: 5			

OP \$90.00 6786315

source=TVPT - PL - Trademark Security Agreement [For Filing]#page2.tif
source=TVPT - PL - Trademark Security Agreement [For Filing]#page3.tif
source=TVPT - PL - Trademark Security Agreement [For Filing]#page4.tif
source=TVPT - PL - Trademark Security Agreement [For Filing]#page5.tif
source=TVPT - PL - Trademark Security Agreement [For Filing]#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 30, 2023, is made by Deem, Inc., a Delaware corporation and Travelport, LP, a Delaware limited partnership (each a “Grantor”; collectively, the “Grantors”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent (as defined below) in connection with that certain Priority Lien Credit Agreement, dated as of September 25, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Toro Private Holdings II, Ltd., a private limited company incorporated in England and Wales (“Holdings”), Toro Private Holdings III, Ltd., a private limited company incorporated in England and Wales and a wholly-owned subsidiary of Holdings (“Parent”), the institutions from time to time parties thereto as lenders (each a “Lender” and, collectively, the “Lenders”) and WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Priority Lien Security Agreement, dated as of September 25, 2020 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, each 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 Lenders to make loans to the Borrower, and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Parent and/or its Subsidiaries 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 Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such 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 each 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 each 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. 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 Collateral granted hereby are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit 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.**

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.

DEEM, INC., as a Grantor

By: margaret cassidy

Name: Margaret Cassidy
Title: Executive Vice President, General
Counsel and Secretary


TRAVELPORT, LP, as a Grantor

By: Travelport Holdings, LLC, its general partner

By: margaret cassidy

Name: Margaret Cassidy
Title: Executive Vice President, General Counsel
and Secretary

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Collateral Agent

By: 
Name: Geoffrey J. Lewis
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration No.	Registration Date	Registered Owner
T	6786315	July 12, 2022	Travelport, LP
DEEM	4645450	2014-11-25	Deem, Inc.
DEEM	4336372	2013-05-14	Deem, Inc.