

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Travelport, LP		12/04/2023	Limited Partnership: DELAWARE
Deem, Inc.		12/04/2023	Corporation: DELAWARE
Travelport Holdings (UK) Limited		12/04/2023	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
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:	1647908	GALILEO	
Registration Number:	2773989	HOTELZON	
Registration Number:	6786315	T	
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	

OP \$565.00 3555633

Property Type	Number	Word Mark
Registration Number:	4419020	TRAVELPORT ROOMS AND MORE
Registration Number:	3617033	TRAVELPORT VIEWTRIP
Registration Number:	5683752	TRAVELPORT WORLDSPAN
Registration Number:	2189417	WORLDSPAN
Registration Number:	1608514	WORLDSPAN
Registration Number:	4645450	DEEM
Registration Number:	4336372	DEEM

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	12/04/2023

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 December 4, 2023, is made by Travelport, LP, a Delaware limited partnership (“Travelport LP”), Travelport Holdings (UK) Limited, a private limited company incorporated in England and Wales (“Travelport UK”), Deem, Inc., a Delaware corporation (“Deem”, and together with Travelport UK and Travelport LP, the “Grantors”, and each, a “Grantor”), in favor WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below) in connection with that certain Super Priority Lien Bridge Credit Agreement, dated as of December 4, 2023 (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”), 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, with its registered office at 20, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (*R.C.S. Luxembourg*) under number B189658 (the “Borrower”), the institutions from time to time parties thereto as lenders (each a “Lender” and, collectively, the “Lenders”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

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 Super Priority Lien Bridge Security Agreement, dated as of December 4, 2023, 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, each 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 such 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.

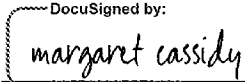
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

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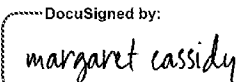
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEEM, INC., as a Grantor

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

TRAVELPORT, LP, as a Grantor

By: Travelport Holdings, LLC, its general partner

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

TRAVELPORT HOLDINGS (UK) LIMITED, as a Grantor

By: _____
Name: Christopher Bingham
Title: Director

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

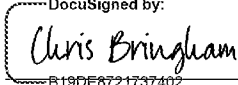
By: _____
Name: Margaret Cassidy
Title: Executive Vice President, General Counsel
and Secretary

TRAVELPORT, LP, as a Grantor

By: Travelport Holdings, LLC, its general partner

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

TRAVELPORT HOLDINGS (UK) LIMITED, as a Grantor

By:  _____
Name: Christopher Bingham
Title: Director

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Collateral Agent



Name: Jeffery Rose

Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Registration No.	Registration Date	Registered Owner
APOLLO	3555633	06-JAN-2009	Travelport, LP
APOLLO	2770579	07-OCT-2003	Travelport, LP
APOLLO	1268761	28-FEB-1984	Travelport, LP
<i>Design Only</i> 	3720208	01-DEC-2009	Travelport, LP
FOCALPOINT	1599827	05-JUN-1990	Travelport, LP
GALILEO	1647908	18-JUN-1991	Travelport, LP
HOTELZON	2773989	14-OCT-2003	Travelport Holdings (UK) Limited ¹
T	6786315	July 12, 2022	Travelport, LP
THOR 	2479890	21-AUG-2001	Travelport, LP
THOR 	2613296	27-AUG-2002	Travelport, LP
THOR	2533290	29-JAN-2002	Travelport, LP
THOR	2252615	15-JUN-1999	Travelport, LP
TRAVELPORT	3843199	31-AUG-2010	Travelport, LP
TRAVELPORT	2679926	28-JAN-2003	Travelport, LP

¹ Travelport Hotelzon International (UK) Limited was merged with and into Travelport Holdings (UK) Limited.

Mark	Registration No.	Registration Date	Registered Owner
TRAVELPORT APOLLO	5824543	6-AUG-2019	Travelport, LP
TRAVELPORT ROOMS AND MORE	4419020	15-OCT-2013	Travelport, LP
TRAVELPORT VIEWTRIP	3617033	05-MAY-2009	Travelport, LP
TRAVELPORT WORLDSPAN	5683752	26-FEB-2019	Travelport, LP
WORLDSPAN	2189417	15-SEP-1998	Travelport, LP
WORLDSPAN	1608514	31-JUL-1990	Travelport, LP
DEEM	4645450	2014-11-25	Deem, Inc.
DEEM	4336372	2013-05-14	Deem, Inc.

Trademark Applications:

None.