TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Worldspan, L.P.		12/07/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, as First Lien Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking Institution (Cayman Islands Branch): SWITZERLAND

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3089656	WORLDSPAN INTERCHANGE
Registration Number:	3077119	WORLDSPAN INTERACTIVE MAPS
Registration Number:	1608514	WORLDSPAN
Registration Number:	1828591	
Registration Number:	1785868	WORLDSPAN TOUR SOURCE
Registration Number:	1784474	WORLDSPAN HOTEL SOURCE
Registration Number:	1785867	WORLDSPAN CAR SOURCE
Registration Number:	1874327	WORLDSPAN AIRLINE SOURCE
Registration Number:	1877037	WORLDSPAN HOTEL SELECT
Registration Number:	1955617	TECHXCHANGE
Registration Number:	1947439	SECURATE
Registration Number:	1990503	CAR SELECT
Registration Number:	1924274	FASTCLIP

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Registration Number:	1924272	FASTMAIL
Registration Number:	1962894	POWER PRICING
Registration Number:	2086980	POWER QUOTE
Registration Number:	2004517	SCRIPTPRO
Registration Number:	2115536	POWER SHOPPER
Registration Number:	1399066	MONEY $AVER
Registration Number:	1513072	PARS
Registration Number:	2268116	WORLDSPAN WIRED
Registration Number:	2209715	WORLDSPAN CORPORATE FLEET
Registration Number:	2189417	WORLDSPAN
Registration Number:	2291133	WORLDSPAN WORLDGROUP
Registration Number:	2305708	WORLDSPAN TRIP MANAGER
Registration Number:	2275654	WORLDSPAN GO!
Registration Number:	2311280	WORLDSPAN WORLDPOINT
Registration Number:	2343421	WORLDSPAN WORLD FILES
Registration Number:	2568109	WORLDSPAN TICKET MANAGER
Registration Number:	2654838	WORLDSPAN TRAVEL BUTTON
Registration Number:	2717391	WORLDSPAN ON THE WEB (WOW)
Registration Number:	2735373	WORLDSPAN REPORT MANAGER
Registration Number:	2748194	WORLDSPAN E-PRICING
Registration Number:	2700078	TRAVEL BUTTON
Registration Number:	2971585	WORLDSPAN RAPID REPRICE
Registration Number:	2848808	FAREAWARE
Registration Number:	2880955	ENGINUITY
Registration Number:	3075954	WORLDSPAN TRIP MANAGER XE
Registration Number:	3138318	TRAVEL TECHNOLOGY SO ADVANCED, IT'S SIMPLE
Serial Number:	76592364	WORLDSPAN FARESOURCE
Serial Number:	78661508	WORLDSPAN RATE RUNNER
Serial Number:	78845300	WORLDSPAN WEB WORKS
Registration Number:	1976112	WORLDSCHOLAR
Registration Number:	2344179	
Registration Number:	1972088	WORLD STP

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0091 (1ST LIEN)
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	12/12/2006

Total Attachments: 23
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 7, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse, as First Lien Administrative Agent (in such capacity, the "First Lien Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Worldspan Technologies Inc., a Delaware corporation, WS Holdings LLC, a Delaware limited liability company, and Worldspan, L.P., a Delaware limited partnership (the "Borrower"), have entered into a First Lien Credit Agreement, dated as of December 7, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), Credit Suisse Securities (USA) LLC and Lehman Brothers Inc., as joint lead arrangers, Credit Suisse Securities (USA) LLC, Lehman Brothers Inc., UBS Securities LLC, J.P. Morgan Securities Inc. and Goldman Sachs Credit Partners L.P., as joint bookrunners, Lehman Commercial Paper Inc., as syndication agent, UBS Securities LLC, JPMorgan Chase Bank, N.A. and Goldman Sachs Credit Partners L.P., as co-documentation agents, and the First Lien Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of December 7, 2006, in favor of the First Lien Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the First Lien Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications for registration of any of the foregoing, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish, import and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and

misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

WORLDSPAN, L.P.

By: _____

Name: Jeffrey G. Smith

Title: General Counsel, Secretary & Senior Vice President Human Resources

TRADEMARK
REEL: 003442 FRAME: 0929

EXECUTION

Schedule 1

COPYRIGHTS

PATENTS

TRADEMARKS

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

Schedule 1

Intellectual Property

Copyright owned by Worldspan, L.P.

1. Registration No.: TX 5589147, dated 9/17/02 re: Group registration for automated database titled "Worldspan AVS Database"; published updates from June 16, 2002 – September 17, 2002. .

2. Registration No.: TX5586920, dated 9/27/02 re: Worldspan Computer Interface Program.

3. Registration No.: TX 5589168,dated 9/27/02 re: Group registration for automated database titled "Worldspan Echo Availability Database"; published updates from June 25, 2002 – September 26, 2002.

4. Registration No.: TX 5589163, dated 10/3/02 re: Worldspan/Kinetics Computer Interface Program.

5. Registration No.: TXu 688-224, dated 4/26/95 re: Worldspan Disk Drive Utility Computer Program

PATENTS

Patents owned by Worldspan, L.P.

5. Patent No. 7,062,480, issued 6/13/06 - System and Method for Caching and Retrieving Flight Availability Data.

6. U.S. Patent Application - Application No. 09/687,303, filed 10/12/2000 - Method, Computer Program and System for Pushing Flight Information to Passengers; Docket No. 30750.

7. U.S. Patent Application - Application No. 09/950128, filed 9/10/2001 - Enterprise Software Gateway; Docket No. 31445.

8. U.S. Patent Application - Application No. 10/667677, filed 9/22/2003 - Method and Computer Program for Generating Interactive Map- Based Presentation Facilitating Selection of Lodging Property; Docket No. W115 1010.1.

9. U.S. Patent Application - Method, Computer Program, and System For Pushing Flight Information to Passengers; Docket No. W115 1020.1.

10. U.S. Patent Application - System and Method for Caching and Retrieving Flight Availability Data; Docket No. W115 1030.1.

11. U.S. Patent Application - System and Method for Caching and Retrieving Flight Availability Data; Docket No. W115 1030.2.

12. U.S. Patent Application - System and Method for Caching and Retrieving Flight Availability Data; Docket No. W115 1030.3.

13. U.S. Patent Application – Application No. 09/950128, filed 9/10/2001 - Enterprise Software Gateway; Docket No. W115 1040.1.

14. U.S. Patent Application - Automatic Repricing of Alternative Itineraries for Ticket Changes Requested after Issuance; Docket No.W115 1050.1

15. U..S. Patent Application – Application No.10/733940, filed 12/11/2003 - Fare Searching Program and Method.

Domain Name Registrations registered to Worldspan L.P.:

- worldspan-goviewdata.com
- wspan.net
- worldspansucks.com
- wspan.com
- worldspanwired.com
- epricing.net
- worldspanhelp.com
- rapidreprice.net
- worldspan.com
- worldspan-tourselect.com
- mytripandmore.com
- mytripandmore.net
- mytripandmore.org
- worldspancruise.com
- tripmanager.com
- Truthingds.com
- securateair.com
- securateair.net
- tripmanager.net
- worldspan.net
- worldspan.org
- e-noughsaid.com
- tripmanager.info
- worldspan.info

- worldspan-viewdata.com
- worldspan-viewdataselect.com
- tripmanager.aero
- worldspan.aero
- worldspan.ad
- worldspan.at
- worldspan.be
- worldspan.ca
- worldspan.cn
- worldspan.co.il
- worldspan.com.mx
- worldspan.de
- worldspan.dk
- worldspan.fr
- worldspan.gr
- worldspan.hu
- worldspan.ie
- worldspan.co.jp
- worldspan.jp
- worldspan.lu
- worldspan.nl
- worldspan.no
- worldspan.pl
- worldspan.se
- worldspan.ro
- worldspan.tm.fr
- worldspanferry.com
- worldspan-tourselect.de
- worldspan-tourselect.ru
- worldspan-tourselect.pl
- worldspan-tourselect.at
- worldspan-tourselect.ch
- worldspan-tourselect.co.hu
- worldspan-tourselect.co.uk
- worldspan-tourselect.fr
- worldspan-tourselect.gr
- worldspan-tourselect.nl
- worldspan-tourselect.pl
- worldspan-tourselect.ro
- cruiseselect.travel
- epricing.travel

- faresource.travel
- groupbridge.travel
- interchange.travel
- rapidreprice.travel
- securate.travel
- tourselect.travel
- tripmanager.travel
- tripmanagerxe.travel
- worldgroup.travel
- worldspan.travel
- worldspancruiseselect.travel
- worldspanepricing.travel
- worldspanfaresource.travel
- worldspango.travel
- worldspangroupbridge.travel
- worldspaninteractivemaps.travel
- worldspaninterchange.travel
- worldspanmeridian.travel
- worldspanpowerpricing.travel
- worldspanpowershopper.travel
- worldspanrapidreprice.travel
- worldspansecurate.travel
- worldspantourselect.travel
- worldspantripmanager.travel
- worldspantripmanagerxe.travel
- worldspanwired.travel
- worldspan.tw
- worldspan.net.tw
- worldspan.co.kr

Trademarks owned by Worldspan, L.P.

REF. NO.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
W115.3001	WORLDSPAN INTERCHANGE	U.S.	78518375	11/17/2004	3089656	5/9/2006	REGISTERED
W115.3002	WORLDSPAN INTERACTIVE MAPS	U.S.	76547052	9/25/2003	3077119	4/4/2006	REGISTERED
W115.3003	WORLDSPAN	U.S.	78838498	11/13/1989	1608514	7/31/1990	REGISTERED
W115.3004	Globe Design	U.S.	74398846	6/7/1993	1828591	3/29/1994	REGISTERED

REF. NO.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
W115.3005	WORLDSPAN TOUR SOURCE	U.S.	74264798	4/13/1992	1785868	8/3/1993	REGISTERED
W115.3006	WORLDSPAN HOTEL SOURCE	U.S.	74264828	4/13/1992	1784474	7/27/1993	REGISTERED
W115.3007	WORLDSPAN CAR SOURCE	U.S.	74264777	4/13/1992	1785867	8/3/1993	REGISTERED
W115.3008	WORLDSPAN AIRLINE SOURCE	U.S.	74409262	7/6/1993	1874327	1/17/1995	REGISTERED
W115.3009	WORLDSPAN HOTEL SELECT	U.S.	74422004	8/9/1993	1877037	1/31/1995	REGISTERED
W115.3010	TECHXCHANGE	U.S.	74496166	3/3/1994	1955617	2/13/1996	REGISTERED
W115.3011	SECURATE	U.S.	74497735	3/7/1994	1947439	1/9/1996	REGISTERED
W115.3012	CAR SELECT	U.S.	74516307	4/25/1994	1990503	7/30/1996	REGISTERED
W115.3013	FASTCLIP	U.S.	74556498	8/2/1994	1924274	10/3/1995	REGISTERED
W115.3014	FASTMAIL	U.S.	74559493	8/2/1994	1924272	10/3/1995	REGISTERED
W115.3015	POWER PRICING	U.S.	74583593	10/7/1994	1962894	3/19/1996	REGISTERED
W115.3016	POWER QUOTE	U.S.	75037003	12/26/1995	2086980	8/12/1997	REGISTERED
W115.3017	SCRIPTPRO	U.S.	75022125	11/20/1995	2004517	10/1/1996	REGISTERED
W115.3018	POWER SHOPPER	U.S.	75130183	7/5/1996	2115536	11/25/1997	REGISTERED
W115.3019	MONEY $AVER	U.S.	73486393	6/21/1984	1399066	6/24/1986	REGISTERED
W115.3020	PARS	U.S.	73620109	9/15/1986	1513072	11/15/1988	REGISTERED
W115.3021	WORLDSPAN WIRED	U.S.	75297569	5/23/1997	2268116	8/10/1999	REGISTERED
W115.3022	WORLDSPAN CORPORATE FLEET	U.S.	75277795	4/21/1997	2209715	12/8/1998	REGISTERED
W115.3023	WORLDSPAN & Globe Design	U.S.	75346065	8/22/1997	2189417	9/15/1998	REGISTERED
W115.3024	WORLDSPAN WORLDGROUP	U.S.	75545672	8/31/1998	2291133	11/9/1999	REGISTERED
W115.3025	WORLDSPAN TRIP MANAGER	U.S.	75530673	8/4/1998	2305708	1/4/2000	REGISTERED
W115.3026	WORLDSPAN GO!	U.S.	75435794	2/17/1998	2275654	9/7/1999	REGISTERED
W115.3028	WORLDSPAN WORLDPOINT	U.S.	75579758	10/30/1998	2311280	1/25/2000	REGISTERED
W115.3029	WORLDSPAN WORLD FILES	U.S.	75710815	5/20/1999	2343421	4/18/2000	REGISTERED
W115.3030	WORLDSPAN TICKET MANAGER	U.S.	75891380	1/7/2000	2568109	5/7/2002	REGISTERED
W115.3031	WORLDSPAN TRAVEL BUTTON	U.S.	76095417	7/25/2000	2654838	11/26/2002	REGISTERED

REF. NO.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
W115.3032	WORLDSPAN ON THE WEB (WOW)	U.S.	76426556	7/1/2002	2717391	5/20/2003	REGISTERED
W115.3033	WORLDSPAN REPORT MANAGER	U.S.	76283790	7/13/2001	2735373	7/8/2003	REGISTERED
W115.3034	WORLDSPAN E-PRICING	U.S.	76283791	7/13/2001	2748194	8/5/2003	REGISTERED
W115.3035	TRAVEL BUTTON	U.S.	76407527	5/13/2002	2700078	3/25/2003	REGISTERED
W115.3036	WORLDSPAN RAPID REPRICE	U.S.	76458064	10/15/2002	2971585	7/19/2005	REGISTERED
W115.3037	FAREAWARE	U.S.	76461027	10/24/2002	2848808	6/1/2004	REGISTERED
W115.3038	ENGINUITY	U.S.	76511798	4/17/2003	2880955	9/7/2004	REGISTERED
W115.3039	WORLDSPAN FARESOURCE	U.S.	76592364	5/17/2004	N/A	N/A	PENDING
W115.3040	WORLDSPAN TRIP MANAGER XE	U.S.	78493433	10/1/2004	3075954	4/4/2006	REGISTERED
W115.3041	TRAVEL TECHNOLOGY SO ADVANCED, ITS SIMPLE	U.S.	78611753	4/19/2005	3138318	9/5/2006	REGISTERED
W115.3042	WORLDSPAN RATE RUNNER	U.S.	78661508	6/30/2005	N/A	N/A	PENDING
W115.3043	WORLDSPAN WEB WORKS	U.S.	78845300	3/24/2006	N/A	N/A	PENDING
W115 3029	WORLDSPAN WORLD FILES	U.S.	75710815	5/20/1999	2343421	4/18/2000	REGISTERED
[to be updated]	WORLDSCHOLAR	U.S.	1976112	5/28/1996	1976112	5/28/1996	REGISTRERED
[to be updated]	DESIGN ONLY	U.S.	75489511	05/22/1998	2,344,179	5/18/2000	REGISTERED
[to be updated]	WORLD STP	U.S	74398845	6/07/1993	1,972,088	5//7/1996	REGISTERED
W115.4051AD	WORLDSPAN	ANDORRA	11796	11/26/1998	11796	11/26/1998	REGISTERED
W115.4194AD	Swish Design	ANDORRA	11799	11/26/1998	11799	11/26/1998	REGISTERED
W115.4222AD	WORLDSPAN WAVE	ANDORRA	11797	11/26/1998	11797	11/26/1998	REGISTERED
W115.4063AR	WORLDSPAN	ARGENTINA	2288429	5/26/2000	2007582	1/26/2005	REGISTERED
W115.4131AR	WORLDSPAN WIRED	ARGENTINA	2288431	5/26/2000	2007584	1/26/2005	REGISTERED
W115.4171AR	WORLDSPAN TRIP MANAGER	ARGENTINA	2288430	5/26/2000	2007583	1/26/2005	REGISTERED

REF. NO.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
W115.4066AW	WORLDSPAN	ARUBA	IM000 10612	1/6/2000	20336	2/8/2000	REGISTERED
W115.4092AW	Globe Design	ARUBA	IM000 10614	1/6/2000	20338	2/8/2000	REGISTERED
W115.4139AW	WORLDSPAN WIRED	ARUBA	IM000 10616	1/6/2000	20340	2/8/2000	REGISTERED
W115.4178AW	WORLDSPAN TRIP MANAGER	ARUBA	IM000 10615	1/6/2000	20339	2/8/2000	REGISTERED
W115.4200AW	WORLDSPAN WAVE	ARUBA	IM000 10613	1/6/2000	20337	2/8/2000	REGISTERED
W115.4019AU	WORLDSPAN	AUSTRALIA	758766	4/2/1998	758766	11/16/1998	REGISTERED
W115.4095AU	TOUR SOURCE	AUSTRALIA	609458	8/18/1993	609458	8/18/1993	REGISTERED
W115.4111AU	WORLDSPAN WIRED	AUSTRALIA	741501	8/15/1997	741501	8/15/1997	REGISTERED
W115.4203AU	WORLDSPAN WAVE	AUSTRALIA	763420	5/29/1998	763420	1/15/1999	REGISTERED
W115.4228AU	WORLDSPAN WAVE Globe & Swish Design	AUSTRALIA	793851	5/12/1999	793851	5/12/1999	REGISTERED
[to be updated]	DESIGN ONLY	AUSTRALIA	758765	04/02/1998	[to be updated]	[to be updated]	[to be updated]
W115.4085BS	WORLDSPAN	BAHAMAS	21268	12/30/1998	21268	1/28/2000	REGISTERED
W115.4090BS	Globe Design	BAHAMAS	21269	12/30/1998	21269	1/28/2000	REGISTERED
W115.4198BS	WORLDSPAN WAVE	BAHAMAS	21270	12/30/1998	21270	1/28/2000	REGISTERED
W115.4001BH	WORLDSPAN	BAHRAIN	37099	3/6/1999	N/A	N/A	PENDING
W115.4027BD	WORLDSPAN	BANGLADESH	5827398	12/14/1998	N/A	N/A	PENDING
W115.4070BZ	WORLDSPAN	BELIZE	8856	2/10/1997	8856	3/30/2001	REGISTERED
W115.4140BZ	WORLDSPAN WIRED	BELIZE	N/A	3/10/1997	452	11/11/2000	REGISTERED
W115.4182BZ	WORLDSPAN TRIP MANAGER	BELIZE	N/A	3/10/1997	451	11/11/2000	REGISTERED
W115.4045BM	WORLDSPAN	BERMUDA	30345	12/11/1998	30345	12/11/1998	REGISTERED
W115.4071BO	WORLDSPAN	BOLIVIA	2831	3/8/2000	N/A	N/A	PENDING
W115.4144BO	WORLDSPAN WIRED	BOLIVIA	2828	3/8/2000	N/A	N/A	PENDING
W115.4183BO	WORLDSPAN TRIP MANAGER	BOLIVIA	2827	3/8/2000	89673	4/7/2003	REGISTERED
W115.4047BA	WORLDSPAN	BOSNIA-HERZEGOVINA	BAZ983282A	12/2/1998	BAZ98282	12/23/2003	REGISTERED
W115.4072BR	WORLDSPAN	BRAZIL	822463440	2/17/2000	822463440	12/27/2005	REGISTERED
W115.4145BR	WORLDSPAN WIRED	BRAZIL	822463482	2/17/2000	822463482	12/27/2005	REGISTERED
W115.4184BR	WORLDSPAN TRIP MANAGER	BRAZIL	822463474	2/17/2000	822463474	12/27/2005	REGISTERED
W115.4002CA	WORLDSPAN	CANADA	650372	2/8/1989	TMA 392001	12/20/1991	REGISTERED
W115.4107CA	POWER SHOPPER	CANADA	1214592	4/26/2004	TMA 636413	3/30/2005	REGISTERED
W115.4108CA	CAR SELECT	CANADA	753058	4/25/1994	TMA 481626	8/26/1997	REGISTERED
W115.4110CA	WORLDSPAN WIRED	CANADA	857440	9/30/1997	TMA 526262	3/31/2000	REGISTERED

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W115.4164CA	WORLDSPAN TRIP MANAGER	CANADA	1007352	3/4/1999	TMA 564491	7/9/2002	REGISTERED
W115.4187CA	WORLDSPAN GO!	CANADA	885993	7/30/1998	TMA 535505	10/24/2000	REGISTERED
W115.4232CA	WORLDSPAN Design	CANADA	1173618	4/2/2003	TMA 634859	3/10/2005	REGISTERED
[to be updated]	DESIGN ONLY	CANADA	TMA 427,398	05/20/1994	[to be updated]	[to be updated]	[to be updated]
W115.4062CL	WORLDSPAN	CHILE	493478	7/14/2000	623859	3/5/2002	REGISTERED
W115.4103CL	WORLDSPAN WIRED	CHILE	493477	7/14/2000	584428	12/5/2000	REGISTERED
W115.4170CL	WORLDSPAN TRIP MANAGER	CHILE	493471	7/14/2000	583532	11/27/2000	REGISTERED
W115.4020CN	WORLDSPAN	CHINA	9800078039	7/13/1998	1339820	11/27/1999	REGISTERED
W115.4141CN	WORLDSPAN WIRED	CHINA	9900157838	12/27/1999	1587649	6/14/2001	REGISTERED
W115.4179CN	WORLDSPAN TRIP MANAGER	CHINA	9900157837	12/27/1999	1587615	6/14/2001	REGISTERED
W115.4226CN	WORLDSPAN WAVE	CHINA	1555984	12/24/1999	2/19/6160	4/14/2001	REGISTERED
W115.4061CO	WORLDSPAN	COLOMBIA	1019765	3/12/2001	264473	4/16/2002	REGISTERED
W115.4129CO	WORLDSPAN WIRED	COLOMBIA	1019769	3/12/2001	243930	11/1/2001	REGISTERED
W115.4169CO	WORLDSPAN TRIP MANAGER	COLOMBIA	1019767	3/12/2001	243929	1/1/2001	REGISTERED
W115.4018EM	WORLDSPAN	CTM	751107	2/10/1998	751107	7/13/1999	REGISTERED
W115.4080EM	WORLDSPAN WORLD STP	CTM	674663	10/31/1997	674663	5/18/1999	REGISTERED
W115.4082EM	WORLDSPAN WORLD DIAL LINK	CTM	674564	10/31/1997	674564	5/10/1999	REGISTERED
W115.4094EM	WORLDSPAN COMMERCIAL WORLD	CTM	674630	10/31/1997	674630	9/27/1999	REGISTERED
W115.4097EM	WORLDSPAN CRUISE LINE SOURCE	CTM	674598	10/31/1997	674598	5/18/1999	REGISTERED
W115.4098EM	WORLDSPAN SECURATE	CTM	674515	10/31/1997	674515	5/18/1999	REGISTERED
W115.4102EM	WORLDSPAN POWER PRICING	CTM	674648	10/31/1997	674648	5/10/1999	REGISTERED
W115.4104EM	WORLDSPAN POWER QUOTE	CTM	674697	10/31/1997	674697	5/18/1999	REGISTERED
W115.4109EM	WORLDSPAN WIRED	CTM	619403	8/21/1997	619403	4/16/1999	REGISTERED
W115.4149EM	WORLDSPAN WORLDGROUP	CTM	674739	10/31/1997	674739	5/18/1999	REGISTERED
W115.4151EM	WORLDSPAN TRIP MANAGER	CTM	674770	10/31/1997	674770	5/18/1999	REGISTERED
W115.4202EM	WORLDSPAN WAVE	CTM	811158	4/20/1998	811158	1/26/2000	REGISTERED
W115.4229EM	WORLDSPAN WAVE Globe & Swish Design	CTM	1175223	5/17/1999	1175223	1/2/2001	REGISTERED

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[to be updated]	DESIGN ONLY	CTM	1002468	02/18/2000	[to be updated]	[to be updated]	[to be updated]
W115.4060CR	WORLDSPAN	COSTA RICA	20018442	11/8/2001	133619	5/17/2002	REGISTERED
W115.4127CR	WORLDSPAN WIRED	COSTA RICA	20018443	11/8/2001	133618	5/17/2002	REGISTERED
W115.4167CR	WORLDSPAN TRIP MANAGER	COSTA RICA	20018444	11/8/2001	133620	5/17/2002	REGISTERED
W115.4035CZ	WORLDSPAN	CZECH REPUBLIC	223382	11/23/1998	223382	3/23/2000	REGISTERED
W115.4114CZ	WORLDSPAN WIRED	CZECH REPUBLIC	140079	2/12/1999	223539	3/23/2000	REGISTERED
W115.4153CZ	WORLDSPAN TRIP MANAGER	CZECH REPUBLIC	1400078	2/12/1999	223538	3/23/2000	REGISTERED
W115.4205CZ	WORLDSPAN WAVE	CZECH REPUBLIC	137873	11/20/1998	227228	10/19/2000	REGISTERED
[to be updated]	DESIGN ONLY	CZECH REPUBLIC	222410	01/24/2000	[to be updated]	[to be updated]	[to be updated]
W115.4049DO	WORLDSPAN	DOMINICAN REPUBLIC	102882	1/20/1999	102882	3/15/1999	REGISTERED
W115.4137DO	WORLDSPAN WIRED	DOMINICAN REPUBLIC	12072	2/29/2000	112682	5/15/2000	REGISTERED
W115.4177DO	WORLDSPAN TRIP MANAGER	DOMINICAN REPUBLIC	12071	2/29/2000	112680	5/15/2000	REGISTERED
W115.4076EC	WORLDSPAN	ECUADOR	10104799	12/23/1999	189722003	2/27/2000	REGISTERED
W115.4146EC	WORLDSPAN WIRED	ECUADOR	101046	12/23/1999	I239000	10/31/2000	REGISTERED
W115.4185EC	WORLDSPAN TRIP MANAGER	ECUADOR	101045	12/23/1999	I238900	10/31/2000	REGISTERED
W115.4003EG	WORLDSPAN	EGYPT	76440	2/13/1990	76440	2/13/1990	REGISTERED
W115.4122EG	WORLDSPAN WIRED	EGYPT	121300	2/14/1999	121300	5/8/2002	REGISTERED
W115.4161EG	WORLDSPAN TRIP MANAGER	EGYPT	121301	2/14/1999	121311	5/8/2002	REGISTERED
W115.4204EG	WORLDSPAN WAVE	EGYPT	119521	11/21/1998	119521	11/13/2001	REGISTERED
W115.4059SV	WORLDSPAN	EL SALVADOR	E415500	6/8/2000	59BOOK138	8/30/2001	REGISTERED
W115.4126SV	WORLDSPAN WIRED	EL SALVADOR	E415600	6/8/2000	28BOOK137	8/17/2001	REGISTERED
W115.4166SV	WORLDSPAN TRIP MANAGER	EL SALVADOR	E415700	6/8/2000	21BOOK137	8/17/2001	REGISTERED
W115.4036EE	WORLDSPAN	ESTONIA	9802745	11/20/1998	31455	6/29/2000	REGISTERED
W115.4206EE	WORLDSPAN WAVE	ESTONIA	9802742	11/20/1998	31715	7/26/2000	REGISTERED
W115.4050GT	WORLDSPAN	GUATEMALA	189499	3/10/1999	106819	9/27/2000	REGISTERED
W115.4086GT	Globe Design	GUATEMALA	189599	3/10/1999	106820	9/27/2000	REGISTERED
W115.4136GT	WORLDSPAN WIRED	GUATEMALA	200001473	2/11/2000	109752	2/20/2001	REGISTERED
W115.4176GT	WORLDSPAN TRIP MANAGER	GUATEMALA	20001472	2/11/2000	109751	2/20/2001	REGISTERED
W115.4077HN	WORLDSPAN	HONDURAS	93242000	6/28/2000	N/A	N/A	PENDING

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W115.4173HN	WORLDSPAN TRIP MANAGER	HONDURAS	20009323	6/28/2000	N/A	N/A	PENDING
W115.4021HK	WORLDSPAN	HONG KONG	9805000	4/14/1998	132881999	10/29/1999	REGISTERED
W115.4017HU	WORLDSPAN	HUNGARY	M9403103	8/16/1994	144567	5/14/1997	REGISTERED
W115.4088HU	Globe Design	HUNGARY	9901004	3/3/1999	158884	3/3/1999	REGISTERED
W115.4119HU	WORLDSPAN WIRED	HUNGARY	M9901338	3/22/1999	160726	5/2/2000	REGISTERED
W115.4158HU	WORLDSPAN TRIP MANAGER	HUNGARY	M9901339	3/22/1999	160581	4/17/2000	REGISTERED
W115.4207HU	WORLDSPAN WAVE	HUNGARY	9900039	1/6/1999	161430	8/7/2000	REGISTERED
W115.4028IN	WORLDSPAN	INDIA	849455	4/5/1999	N/A	N/A	PENDING
W115.4048ID	WORLDSPAN	INDONESIA	D9822056	12/24/1998	451433	8/10/2000	REGISTERED
W115.4227ID	WORLDSPAN WAVE Globe & Swish Design	INDONESIA	J995639	4/12/1999	IDM000001013	3/25/2004	REGISTERED
W115.4004IE	WORLDSPAN	IRELAND	76490	2/9/1990	138503	12/11/1992	REGISTERED
[to be updated]	DESIGN ONLY	IRELAND	152521	11/02/1994	[to be updated]	[to be updated]	[to be updated]
W115.4005IL	WORLDSPAN	ISRAEL	75331	2/12/1990	75331	8/11/1993	REGISTERED
W115.4113IL	WORLDSPAN WIRED	ISRAEL	125745	2/14/1999	125745	2/7/2000	REGISTERED
W115.4152IL	WORLDSPAN TRIP MANAGER	ISRAEL	125746	2/14/1999	125746	4/6/2000	REGISTERED
W115.4022JP	WORLDSPAN	JAPAN	4154398	5/20/1998	429043	7/2/1999	REGISTERED
W115.4117JP	WORLDSPAN WIRED	JAPAN	3799399	4/30/1999	4414965	9/8/2000	REGISTERED
W115.4156JP	WORLDSPAN TRIP MANAGER	JAPAN	3799499	4/30/1999	4542545	2/8/2002	REGISTERED
W115.4208JP	WORLDSPAN WAVE	JAPAN	1037499	2/10/1999	4383872	5/19/2000	REGISTERED
W115.4023JO	WORLDSPAN	JORDAN	4154398	7/26/1998	50544	10/29/1999	REGISTERED
W115.4037KZ	WORLDSPAN	KAZAKSTAN	13110	12/21/1998	10105	2/18/2000	REGISTERED
W115.4084KZ	Globe Design	KAZAKSTAN	13109	12/21/1998	10104	2/18/2000	REGISTERED
W115.4190KZ	Swish Design	KAZAKSTAN	13112	12/21/1998	10107	2/18/2000	REGISTERED
W115.4057KE	WORLDSPAN	KENYA	SMA1721	6/7/1999	SMA1721	4/9/2002	REGISTERED
W115.4125KE	WORLDSPAN WIRED	KENYA	SMA1726	6/7/1999	SMA1726	4/9/2002	REGISTERED
W115.4165KE	WORLDSPAN TRIP MANAGER	KENYA	SMA1725	6/7/1999	SMA1725	4/9/2002	REGISTERED
W115.4029KW	WORLDSPAN	KUWAIT	42584	3/8/1999	39017	8/17/2004	REGISTERED
W115.4046LV	WORLDSPAN	LATVIA	M982925	12/23/1998	M45421	2/20/2000	REGISTERED
W115.4093LV	Globe Design	LATVIA	M982926	12/23/1998	M45422	2/20/2000	REGISTERED
W115.4209LV	WORLDSPAN WAVE	LATVIA	M982928	12/23/1998	M45230	1/20/2000	REGISTERED
W115.4024LB	WORLDPAN	LEBANON	96010150332	8/24/1998	76838	8/24/1998	REGISTERED

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W115.4083LB	Globe Design	LEBANON	N/A	8/24/1998	76839	8/24/1998	REGISTERED
W115.4193LB	Swish Design	LEBANON	96010482598	1/31/1999	78733	2/2/1999	REGISTERED
W115.4038LI	WORLDSPAN	LIECHTENSTEIN	11038	1/20/1999	11038	4/27/1999	REGISTERED
W115.4039LT	WORLDSPAN	LITHUANIA	984016	12/22/1998	39405	8/17/2000	REGISTERED
[to be updated]	DESIGN ONLY	LICHTENSTEIN	11037	01/20/1999	[to be updated]	[to be updated]	[to be updated]
[to be updated]	DESIGN ONLY	LICHTENSTEIN	11039	01/20/1999	[to be updated]	[to be updated]	[to be updated]
W115.4210LT	WORLDSPAN WAVE	LITHUANIA	984017	12/22/1998	N/A	12/23/1998	REGISTERED
W115.4056MG	WORLDSPAN	MADAGASCAR	990164	4/30/1999	3365	4/12/2001	REGISTERED
W115.4089MG	Globe Design	MADAGASCAR	990166	4/30/1999	3367	4/12/2001	REGISTERED
W115.4197MG	Swish Design	MADAGASCAR	990165	4/30/1999	3366	4/12/2001	REGISTERED
W115.4006MT	WORLDSPAN	MALTA	23615	9/26/1994	23615	11/22/1994	REGISTERED
W115.4211MT	WORLDSPAN WAVE	MALTA	29612	12/24/1998	29612	11/26/1999	REGISTERED
W115.4007MX	WORLDSPAN	MEXICO	81500	2/8/1990	389828	1/31/1991	REGISTERED
W115.4081MX	WORLDSPAN STP	MEXICO	355224	11/24/1998	599814	1/29/1999	REGISTERED
W115.4101MX	POWER PRICING	MEXICO	355226	11/24/1998	599816	1/29/1999	REGISTERED
W115.4105MX	POWER SHOPPER	MEXICO	355225	11/24/1998	599815	1/29/1999	REGISTERED
W115.4112MX	WORLDSPAN WIRED	MEXICO	318145	12/18/1997	571542	2/27/1998	REGISTERED
W115.4150MX	WORLDSPAN TRIP MANAGER	MEXICO	355200	11/24/1998	601714	2/25/1999	REGISTERED
W115.4188MX	WORLDSPAN GO!	MEXICO	346680	9/9/1998	595148	11/30/1998	REGISTERED
W115.4192MX	Swish Design	MEXICO	359329	1/6/1999	609104	4/20/1999	REGISTERED
W115.4224MX	WORLDSPAN WAVE	MEXICO	366696	3/9/1999	609155	4/20/1999	REGISTERED
[to be updated]	DESIGN ONLY	MEXICO	410525	04/03/1991	[to be updated]	[to be updated]	[to be updated]
W115.4040NZ	WORLDSPAN	NEW ZEALAND	303116	12/21/1998	303116	3/29/1999	REGISTERED
W115.4096NZ	TOUR SOURCE	NEW ZEALAND	229384	8/16/1993	229384	10/3/1996	REGISTERED
W115.4065NI	WORLDSPAN	NICARAGUA	200003084	6/28/2000	N/A	N/A	PENDING
W115.4134NI	WORLDSPAN WIRED	NICARAGUA	3085	6/28/2000	48975	5/22/2001	REGISTERED
W115.4174NI	WORLDSPAN TRIP MANAGER	NICARAGUA	3086	6/28/2000	48976	5/21/2001	REGISTERED
W115.4041NG	WORLDSPAN	NIGERIA	TP38954	1/25/1999	64319	9/3/2004	REGISTERED
W115.4212NG	WORLDSPAN WAVE	NIGERIA	TP38953	1/25/1999	65690	5/16/2005	REGISTERED
W115.4008NO	WORLDSPAN	NORWAY	900745	2/9/1990	148332	1/2/1992	REGISTERED
W115.4118NO	WORLDSPAN WIRED	NORWAY	199901512	2/15/1999	198690	8/5/1999	REGISTERED
W115.4157NO	WORLDSPAN TRIP MANAGER	NORWAY	199901513	2/15/1999	205971	12/8/2000	REGISTERED
W115.4213NO	WORLDSPAN WAVE	NORWAY	9811907	12/22/1998	198490	7/16/1999	REGISTERED

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W115.4230NO	WORLDSPAN WAVE Globe & Swish Design	NORWAY	202018	8/18/1999	202018	3/16/2000	REGISTERED
W115.4030OM	WORLDSPAN	OMAN	19397	1/30/1999	19397	10/27/2003	REGISTERED
W115.4031PK	WORLDSPAN	PAKISTAN	157319	8/25/1999	157319	10/1/2005	REGISTERED
W115.4064PA	WORLDSPAN	PANAMA	107382	5/22/2000	107382	4/16/2001	REGISTERED
W115.4132PA	WORLDSPAN WIRED	PANAMA	107381	5/22/2000	107381	4/16/2001	REGISTERED
W115.4172PA	WORLDSPAN TRIP MANAGER	PANAMA	107380	5/22/2000	107380	4/16/2001	REGISTERED
W115.4054PY	WORLDSPAN	PARAGUAY	54261999	3/23/1999	222011	1/19/2000	REGISTERED
W115.4135PY	WORLDSPAN WIRED	PARAGUAY	233588	2/21/2000	233588	3/23/2001	REGISTERED
W115.4196PY	Swish Design	PARAGUAY	54271999	3/23/1999	222163	1/26/2000	REGISTERED
W115.4068PE	WORLDSPAN	PERU	96788	12/14/1999	24945	11/30/2000	REGISTERED
W115.4078PE	WORLDSPAN	PERU	972021999	12/14/1999	25612	3/13/2001	REGISTERED
W115.4099PE	SECURATE AIR	PERU	20807	12/23/1997	20807	3/27/2000	REGISTERED
W115.4100PE	FASTMAIL	PERU	978961999	12/23/1999	978961999	3/30/2001	REGISTERED
W115.4103PE	POWER PRICING	PERU	20891	12/23/1999	20891	3/23/2000	REGISTERED
W115.4106PE	POWER SHOPPER	PERU	20808	12/23/1999	20808	3/27/2000	REGISTERED
W115.4142PE	WORLDSPAN WIRED	PERU	96789	12/14/1999	24946	11/30/2000	REGISTERED
W115.4180PE	WORLDSPAN TRIP MANAGER	PERU	96786	12/14/1999	24944	11/30/2000	REGISTERED
W115.4189PE	WORLDSPAN GO!	PERU	978941999	12/14/1999	24948	3/19/2001	REGISTERED
W115.4201PE	WORLDSPAN WAVE	PERU	967911999	12/9/1999	21148	4/25/2000	REGISTERED
W115.4231PE	WORLDSPAN NET	PERU	96790	12/14/1999	24947	11/30/2000	REGISTERED
W115.4053PH	WORLDSPAN	PHILIPPINES	1008	2/12/1999	41999001008	5/30/2003	REGISTERED
W115.4073PL	WORLDSPAN	POLAND	Z137177	8/18/1994	92718	12/24/1996	REGISTERED
W115.4115PL	WORLDSPAN WIRED	POLAND	Z197941	2/17/1999	137820	5/20/2003	REGISTERED
W115.4154PL	WORLDSPAN TRIP MANAGER	POLAND	Z197940	2/17/1999	136742	10/25/2003	REGISTERED
W115.4214PL	WORLDSPAN WAVE	POLAND	Z195995	12/23/1998	135395	4/16/2003	REGISTERED
W115.4009PT	WORLDSPAN	PORTUGAL	261881	2/9/1990	261881	8/20/1992	REGISTERED
W115.4074PR	WORLDSPAN	PUERTO RICO	42671	8/26/1999	47671	8/26/1999	REGISTERED
[to be updated]	DESIGN ONLY	PUERTO RICO	47,674	01/31/2001	[to be updated]	[to be updated]	[to be updated]
[to be updated]	DESIGN ONLY	PUERTO RICO	47,662	01/31/2001	[to be updated]	[to be updated]	[to be updated]
W115.4032QA	WORLDSPAN	QATAR	20073	2/22/1999	20073	5/22/2005	REGISTERED
W115.4014RO	WORLDSPAN	ROMANIA	39986	6/26/1996	47417	5/23/2003	REGISTERED
W115.4215RO	WORLDSPAN WAVE	ROMANIA	53412	2/3/1999	37350	2/3/1999	REGISTERED

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W115.4015RU	WORLDSPAN	RUSSIAN FEDERATION	94033977	9/26/1994	137328	1/25/1996	REGISTERED
W115.4216RU	WORLDSPAN WAVE	RUSSIAN FEDERATION	98720048	12/22/1998	196861	11/22/2000	REGISTERED
W115.4069WS	WORLDSPAN	SAMOA	3982	1/31/2000	3982	9/24/2001	REGISTERED
W115.4143WS	WORLDSPAN WIRED	SAMOA	3986	1/31/2000	3986	9/24/2001	REGISTERED
W115.4181WS	WORLDSPAN TRIP MANAGER	SAMOA	3985	1/31/2000	3985	9/24/2001	REGISTERED
W115.4016SA	WORLDSPAN	SAUDI ARABIA	34144	5/22/1996	4074	5/22/1996	REGISTERED
W115.4087SA	Globe Design	SAUDI ARABIA	48255	3/6/1999	50488	3/6/1999	REGISTERED
W115.4124SA	WORLDSPAN WIRED	SAUDI ARABIA	48252	3/6/1999	55554	3/6/1999	REGISTERED
W115.4163SA	WORLDSPAN TRIP MANAGER	SAUDI ARABIA	48253	3/6/1999	50465	3/5/1999	REGISTERED
W115.4195SA	Swish Design	SAUDI ARABIA	48256	3/6/1999	50467	3/6/1999	REGISTERED
W115.4223SA	WORLDSPAN WAVE	SAUDI ARABIA	48254	3/6/1999	54090	3/5/1999	REGISTERED
W115.4042SG	WORLDSPAN	SINGAPORE	S1278898	12/23/1998	T9812788B	12/23/1998	REGISTERED
W115.4044SK	WORLDSPAN	SLOVAK REPUBLIC	297798	11/24/1998	192269	9/25/2000	REGISTERED
W115.4085SK	Globe Design	SLOVAK REPUBLIC	297998	11/24/1998	192271	9/25/2000	REGISTERED
W115.4220SK	WORLDSPAN WAVE	SLOVAK REPUBLIC	297898	11/24/1998	192270	9/25/2000	REGISTERED
W115.4043ZA	WORLDSPAN	SOUTH AFRICA	9823079	12/21/1998	9823079	11/5/2002	REGISTERED
W115.4116ZA	WORLDSPAN WIRED	SOUTH AFRICA	9902286	2/12/1999	9902286	11/5/2002	REGISTERED
W115.4155ZA	WORLDSPAN TRIP MANAGER	SOUTH AFRICA	9902287	2/12/1999	9902287	11/5/2002	REGISTERED
W115.4217ZA	WORLDSPAN WAVE	SOUTH AFRICA	9823078	12/21/1998	9823078	4/4/2002	REGISTERED
W115.4025KR	WORLDSPAN	SOUTH KOREA	983667	5/11/1998	55409	6/28/1999	REGISTERED
W115.4120KR	WORLDSPAN WIRED	SOUTH KOREA	991604	2/18/1999	59167	1/24/2000	REGISTERED
W115.4159KR	WORLDSPAN TRIP MANAGER	SOUTH KOREA	991605	2/18/1999	59168	1/24/2000	REGISTERED
W115.4218KR	WORLDSPAN WAVE	SOUTH KOREA	9810937	12/28/1998	60626	4/18/2000	REGISTERED
W115.4033LS	WORLDSPAN	SRI LANKA	91081	1/14/1999	91081	6/22/2004	REGISTERED
W115.4010SE	WORLDSPAN	SWEDEN	9001358	2/12/1990	230060	2/7/1992	REGISTERED
W115.4011CH	WORLDSPAN	SWITZERLAND	111319903	2/9/1990	382487	2/9/1990	REGISTERED
W115.4079CH	WORLDSPAN	SWITZERLAND	66002000	6/2/2000	478891	1/14/2001	REGISTERED
W115.4121CH	WORLDSPAN WIRED	SWITZERLAND	12651999	2/12/1999	462686	10/30/1999	REGISTERED
W115.4160CH	WORLDSPAN TRIP MANAGER	SWITZERLAND	12661999	2/12/1999	462687	10/30/1999	REGISTERED
W115.4191CH	Swish Design	SWITZERLAND	107691998	12/29/1998	461393	12/29/1998	REGISTERED

REF. NO.	MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
W115.4219CH	WORLDSPAN WAVE	SWITZERLAND	107951 998	12/29/1998	461361	9/14/1999	REGISTERED
[to be updated]	DESIGN ONLY	SWITZERLAND	388776	10/29/1991	[to be updated]	[to be updated]	[to be updated]
W115.4052TW	WORLDSPAN	TAIWAN	880041 24	1/3/1999	120842	2/1/2000	REGISTERED
W115.4148TH	WORLDSPAN & Globe Design	THAILAND	380155	2/5/1999	SM9964	5/1/2000	REGISTERED
W115.4075TO	WORLDSPAN	TONGA	TOT00 00309	2/1/2000	N/A	N/A	PENDING
W115.4147TO	WORLDSPAN WIRED	TONGA	TOT00 00414	2/1/2000	N/A	N/A	PENDING
W115.4186TO	WORLDSPAN TRIP MANAGER	TONGA	TOT00 00412	2/1/2000	331	3/15/2000	REGISTERED
W115.4012TR	WORLDSPAN	TURKEY	122290	2/16/1990	117679	2/16/1990	REGISTERED
W115.4123TR	WORLDSPAN WIRED	TURKEY	199916 82	2/23/1999	206103	2/23/1999	REGISTERED
W115.4162TR	WORLDSPAN TRIP MANAGER	TURKEY	199916 83	2/23/1999	206101	2/23/1999	REGISTERED
W115.4221TR	WORLDSPAN WAVE	TURKEY	199926 2	1/12/1999	206333	1/12/1999	REGISTERED
W115.4026AE	WORLDSPAN	UNITED ARAB EMIRATES	28647	10/20/1998	33687	10/9/2002	REGISTERED
W115.4067UY	WORLDSPAN	URUGUAY	321444	3/24/2000	321444	10/12/2000	REGISTERED
W115.4091UY	Globe Design	URUGUAY	321527	3/24/2000	321527	10/17/2000	REGISTERED
W115.4128UY	WORLDSPAN WIRED	URUGUAY	321445	3/24/2000	321445	10/13/2000	REGISTERED
W115.4168UY	WORLDSPAN TRIP MANAGER	URUGUAY	321443	3/24/2000	321443	10/13/2000	REGISTERED
W115.4199UY	Swish Design	URUGUAY	321442	3/24/2000	321422	10/12/2000	REGISTERED
W115.4055VE	WORLDSPAN	VENEZUELA	658799	4/20/1999	N/A	N/A	PENDING
W115.4138VE	WORLDSPAN WIRED	VENEZUELA	354920 00	3/3/2000	N/A	N/A	PENDING
W115.4175VE	WORLDSPAN TRIP MANAGER	VENEZUELA	355020 00	3/3/2000	N/A	N/A	PENDING
W115.4034YD	WORLDSPAN	YEMED PDR	15230	12/27/1999	12819	1/21/2001	REGISTERED
W115 4234UK	Globe Design	UNITED KINGDOM	145340 2	1/23/1991	1453402	10/2/1992	REGISTERED
W115 4013UK	WORLD SPAN	UNITED KINGDOM	141415 5	2/10/1990	1414155	1/10/1992	REGISTERED

INTELLECTUAL PROPERTY LICENSES

1. Software License Agreement, dated March 8, 2000, between Worldspan, L.P. and Kinetics, Inc.

2. License Agreement with Development Services dated September 20. 2004 between Worldspan, L.P. and Kinetics, Inc.

3. License Agreement: Software Snapshot, effective September 30, 2004 between Worldspan, L.P. and Kinetics, Inc.

4. Strategic Relationship Agreement, effective September 30, 2004, between Worldspan, L.P. and Kinetics, Inc. and NCR Corporation.

5. License and Development Agreement, dated April 1, 1999, between Worldspan, L.P., and Travel Technologies Group, L.L.C.

6. Delta Founder Services Agreement, dated June 30, 2003, between Delta Air Lines, Inc and Worldspan, L.P.

   First Amendment to Delta Founder Airline Services Agreement dated March 25, 2004, between Delta Air Lines, Inc. and Worldspan, L.P.

   Amended and Restated First Amendment to Delta Founder Airline Services Agreement dated June 4, 2004, between Delta Air Lines, Inc. and Worldspan, L.P.

   Second Amendment to Delta Founder Airline Services Agreement dated January 10, 2005, between Delta Air Lines, Inc. and Worldspan, L.P.

7. Northwest Founder Airline Services Agreement dated June 30, 2003, between Northwest Airlines, Inc. and Worldspan, L.P.

   Amendment to Northwest Founder Airline Services Agreement dated May 10 2004, between Northwest Airlines, Inc. and Worldspan, L.P.

8. Licenses, on a non-exclusive basis, of Intellectual Property to subscribers or travel suppliers for use in connection with doing business with Worldspan.

9. Software License Agreement dated October 1, 2000 between Datalex Limited and Worldspan, L.P., as amended by:

   First Amendment to the Software License Agreement, dated February, 2001, between Worldspan, L.P. and Datalex (Ireland) Limited (f/k/a Datalex Limited). (Not dated)

   Second Amendment to the Software License Agreement, dated as of April 7, 2003, between Worldspan, L.P. and Datalex Limited

10. Marketing and Technology Agreement dated September 5, 2000 between Worldspan, L.P. and Viator, Inc.

11. Amended and Restated Development Agreement, dated June 28, 2001, between Expedia, Inc. and Worldspan, L.P., as amended

12. Custom software has been developed by SITA/Equant for the Stratus "Communications Front End" platform. This software provides communications support for X.25 and TCP/IP traffic to the Worldspan GDS host. The latest revision was to provide for support of the Worldspan "Extended MATIP" protocol that interface with either the original Worldspan Software Gateway distributed or the newer eGateway product.

13. Master Software License Agreement dated August 30, 2001 between Vinet Europe Limited and Worldspan Services Limited.

14. License and Services Agreement dated April 4, 2001 between Worldspan, L.P. and Promero, Inc.

15. Master Software License Agreement dated June 28, 2000 between Worldspan Services Limited and S2 Systems International Limited.

16. Software License Agreement dated July 31, 2001 between Worldspan and IBM.

17. TCP/IP and ASTOX Software Agreement dated January 29, 1998 between Worldspan and Novus.

18. Worldspan licenses standard, commercially available off-the-shelf computer software or Intellectual Property that could be, in all material respects, readily replaced on commercially equivalent terms and without undue diversion or dedication of resources, or acquisition of services necessary for the installation, integration or operation of such replacement.

19. License Agreement, dated as of March 18, 2003, by and between Eland Technologies and Worldspan, L.P.

20. Settlement Agreement, dated as of December 31, 2003, among Arrival Star, Inc., Martin Kelly Jones and Worldspan, L.P.

21. Software Licensing and Marketing Agreement dated August 13, 2003 between Worldspan Services Limited and TheStoreMaker.com.

22. Technology Services Agreement dated February 6, 2004 between Worldspan, L.P. and Zartmann Touristik Systeme, GmbH.

23. Technology Services Agreement dated as of November 19, 2003 between Worldspan, L.P. and i-cruise.com Corporation.

24. Contrato de Desarrollo y Mercadotecnia, dated January 2005, between Worldspan de Mexico, S.A. de C.V. and Informatica Aurum S.A. de C.V.

25. Software Licensing and Marketing Agreement dated October 21, 2004 between Worldspan, L.P. and nPorta, Inc.

26. Global Telecommunications Services Agreement dated February 1, 2004 between Worldspan, L.P. and Societe Internationale De Telecommunications Aeronautiques.

27. Global Telecommunications Services Agreement dated February 1, 2004 between Worldspan Services Limited and Societe Internationale De Telecommunications Aeronautiques.

28. Master Agreement dated March 29, 2004 between Worldspan, L.P. and AT&T Corp. and its attachments, as amended.

29. Master Consulting Agreement dated December 10, 2002 between Worldspan, L.P. and TCS America.

30. Amended and Restated Master Consulting Agreement dated February 25, 2004 between Worldspan, L.P. and TCS America.

31. International Business Machines Corporation Worldspan Asset Management Offering Agreement, effective July 1, 2002, between Worldspan, L.P., International Business Machines Corporation and IBM Credit Corporation.

32. Addendum No. 1 to Worldspan Asset Management Offering Agreement, dated October 21, 2002, between Worldspan, L.P., International Business Machines Corporation and IBM Credit Corporation.

33. Amendment No. 1 dated December 16, 2002 to the Worldspan Asset Management Offering Agreement between Worldspan, L.P., International Business Machines Corporation and IBM Credit Corporation.

34. Amendment No. 2 dated December 24, 2003, effective July 1, 2002, to the Worldspan Asset Management Offering Agreement between Worldspan, L.P., International Business Machines Corporation and IBM Credit Corporation.

35. Amendment No. 3 dated June 30, 2006 to the Worldspan Asset Management Offering Agreement between Worldspan, L.P., International Business Machines Corporation and IBM Credit Corporation.

36. Enterprise Software Option Agreement between Worldspan, L.P. and International Business Machines Corporation, dated as of July 1, 2002, as previously amended by Amendment 1 effective as of December 31, 2003, and Amendment 2, effective as of June 30, 2006.

37. Software Use Agreement dated January 30, 2004 between Worldspan, L.P. and Northwest Airlines, Inc.

38. Master Services Agreement between Worldspan, L.P. and International Business Machines, dated March 28, 2005.

39. Master Services Agreement between Worldspan, L.P. and TCS American, dated April 1, 2005.

40. Master Services Agreement between Worldspan, L.P. and Calleo Distribution Technologies Pvt. Ltd., dated August 1, 2005 and all statements of work thereunder.

41. Master Services Agreement between Worldspan, L.P. and TCS America and TCS Solutions Center S.A. dated October 21, 2005.

42. Master Services Agreement between Worldspan, L.P., and Interglobe Technologies Pvt. Ltd. effective August 1, 2005 (signed March 27, 2006) and all addendums thereunder