

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Security Interest in Patent Rights

CONVEYING PARTY DATA

Name	Execution Date
Travelport Operations, Inc.	08/23/2006

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6035288
Patent Number:	6076070
Patent Number:	6782370
Patent Number:	6304850

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
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Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:

Matthew Mayer

Total Attachments: 6
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PATENT

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SCHEDULE A

U.S. Patents and Patent Applications

Jurisdiction	Title	Owner Name:	App. No.	App. Date	Patent No.	Issue Date
United States	Interactive Computer-Implemented System and Method for Negotiating Sale of Goods and/or Services	Travelport Operations, Inc.	09/106,214	6/29/1998	6,035,288	3/7/2000
United States	Apparatus and Method for On-line Price Competitor's Goods and/or Services over a Computer Network	Travelport Operations, Inc.	09/121,094	6/23/1998	6,076,070	6/13/2000
United States	System and Method for Providing Recommendation of Goods or Services Based on Recorded Purchasing History	Travelport Operations, Inc.	08/923,293	9/4/1997	6,782,370	8/24/2004
United States	Computer-Implemented System and Method for Booking Airline Travel Itineraries	Travelport Operations, Inc.	09/271,356	3/17/1999	6,304,850	10/16/2001

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of August 23, 2006 is made by TRAVELPORT OPERATIONS, INC., a Delaware corporation (the "Obligor"), in favor of UBS AG, STAMFORD BRANCH, a Connecticut state, United States of America, chartered branch of UBS AG (a company incorporated under the laws of Switzerland), as Collateral Agent (the "Agent") for the several banks and other financial institutions party to the Credit Agreement dated as of August 23, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TDS INVESTOR CORPORATION (the "Borrower"), TDS INVESTOR (BERMUDA) LTD. ("Holdings"), WALTONVILLE LIMITED ("Intermediate Parent"), the Agent, UBS LOAN FINANCE LLC, as Swing Line Lender, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), CREDIT SUISSE SECURITIES (USA) LLC, as Syndication Agent, LEHMAN BROTHERS INC., CITIGROUP GLOBAL MARKETS INC. and DEUTSCHE BANK AG NEW YORK BRANCH, as Co-Documentation Agents and UBS SECURITIES LLC, LEHMAN BROTHERS INC. and CREDIT SUISSE SECURITIES (USA) LLC, as Co-Lead Arrangers.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, Borrower, Intermediate Parent, the Obligor and certain other related entities of the Borrower have executed and delivered an Intellectual Property Security Agreement, dated as of August 23, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 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 IP Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in all of the Obligor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

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

SECTION 4. 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.

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 OPERATIONS, INC.

By: 

Name:

Title:

Rochelle J. Boas

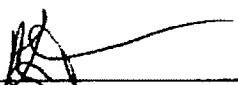
Vice President + Assistant Secretary

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 22, 2006.


Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____


Name: Richard L. Tavrow
Title: Director

By: _____


Name: Irja R. Otsa
Title: Associate Director

SCHEDULE A

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