

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
CONVEYING PARTY DATA																													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>TRAVELPORT, LP</td><td>04/15/2013</td></tr><tr><td>TRAVELPORT INC.</td><td>04/15/2013</td></tr><tr><td>TRAVELPORT OPERATIONS, INC.</td><td>04/15/2013</td></tr></tbody></table>		Name	Execution Date	TRAVELPORT, LP	04/15/2013	TRAVELPORT INC.	04/15/2013	TRAVELPORT OPERATIONS, INC.	04/15/2013																				
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RECEIVING PARTY DATA																													
<table border="1"><tr><td>Name:</td><td>CREDIT SUISSE AG, AS COLLATERAL AGENT</td></tr><tr><td>Street Address:</td><td>11 Madison Avenue</td></tr><tr><td>City:</td><td>New York</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10010</td></tr></table>		Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT	Street Address:	11 Madison Avenue	City:	New York	State/Country:	NEW YORK	Postal Code:	10010																		
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PATENT
REEL: 030342 FRAME: 0412

OP \$600.00 6076070

Patent Number:	7694012
Application Number:	12721920

CORRESPONDENCE DATA	
Fax Number:	8668265420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38643
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/03/2013

Total Attachments: 7 source=38643#page1.tif source=38643#page2.tif source=38643#page3.tif source=38643#page4.tif source=38643#page5.tif source=38643#page6.tif source=38643#page7.tif
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

TRAVELPORT, LP
TRAVELPORT INC.
TRAVELPORT OPERATIONS, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) APRIL 15, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, as Collateral Agent

Internal Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

PLEASE SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)


8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

4/17/2013

Date

MATTHEW D'AURIA

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

GRANT OF
SECURITY INTEREST IN PATENTS (SECOND LIEN)

This GRANT OF SECURITY INTEREST IN PATENTS (SECOND LIEN) (this “Agreement”), effective as of April 15, 2013, is made by TRAVELPORT, LP, a Delaware limited partnership with offices located at 300 Galleria Parkway, N.W., Atlanta, Georgia 30339, TRAVELPORT INC., a Delaware corporation with offices located at Morris Corporate Center III, 300 Interpace Parkway, Building C, Parsippany, New Jersey 07054, and TRAVELPORT OPERATIONS, INC., a Delaware corporation with offices located at Morris Corporate Center III, 300 Interpace Parkway, Building C, Parsippany, New Jersey 07054 (each a “Grantor” and collectively, the “Grantors”), in favor of CREDIT SUISSE AG, as Collateral Agent (the “Agent”) for Secured Parties under the Second Lien Credit Agreement, dated as of March 11, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TRAVELPORT LLC, a Delaware limited liability company (the “Borrower”), TRAVELPORT LIMITED, a company incorporated under the laws of Bermuda (“Holdings”), WALTONVILLE LIMITED, a company incorporated under the laws of Gibraltar (“Intermediate Parent”), TDS INVESTOR (LUXEMBOURG) S.À R.L., a société à responsabilité limitée incorporated under the laws of Luxembourg (“TDS Intermediate Parent”), the Agent and each Lender from time to time party thereto.

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;

WHEREAS, in connection with the Credit Agreement, Holdings, Borrower, Intermediate Parent, TDS Intermediate Parent, the Grantors and certain other related entities of the Borrower have executed and delivered that certain Intellectual Property Security Agreement, dated as of April [], 2013, 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, as security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranties, each Grantor assigned and pledged, to the Agent, its successors and assigns, for the benefit of the Secured Parties, and granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in, to and under any and all of the Collateral, including the Patents; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree, for the benefit of the Agent and the Secured Parties, 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. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranties, each Grantor hereby assigns and pledges to the Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Patent Collateral").

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Agent 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 Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the lien and security interest granted to secure the Obligations and the exercise of any right or remedy by any Secured Party hereunder or under any other Loan Document are subject to the provisions of the Intercreditor Agreements. It is hereby expressly provided that, without the prior written consent of the Administrative Agent, the Collateral Agent and the Required Lenders (except as contemplated pursuant to Section 2.14 of the Credit Agreement), no Loan Document may be amended or otherwise modified by virtue of the provisions of any Intercreditor Agreement to secure additional extensions of credit or add additional secured parties.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic image transmission (e.g. "PDF" or "TIF" via electronic email) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

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

TRAVELPORT, LP

By: TRAVELPORT HOLDINGS, LLC, as General Partner

By: 

Name: Rochelle J. Boas

Title: Senior Vice President and Secretary

TRAVELPORT INC.

TRAVELPORT OPERATIONS, INC.

By: 

Name: Rochelle J. Boas

Title: Senior Vice President and Secretary

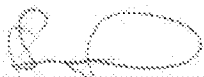
[Patent Short Form]

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Accepted and agreed:

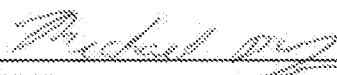
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By:



Name: JUDITH E. SMITH
Title: MANAGING DIRECTOR

By:



Name: Michael D'Onofrio
Title: Associates

SCHEDULE A

Patents

APP. NO.	APP. DATE	PATENT NO.	DATE ISSUED	COUNTRY	RECORD OWNER	TITLE
09/121094	23-Jul-98	6076070	13-Jun-00	United States	Travelport Operations, Inc.	Apparatus and method for on-line price comparison of competitor's goods and/or services over a computer network
09/271356	17-Mar-99	6304850	16-Oct-01	United States	Travelport Operations, Inc.	Computer-implemented system and method for booking airline travel itineraries
09/106214	29-Jun-98	6035288	7-Mar-00	United States	Travelport Operations, Inc.	Interactive computer-implemented system and method for negotiating sale of goods and/or services
10/940979	15-Sep-04	N/A	N/A	United States	Travelport Operations, Inc.	Interactive computer-implemented system and method for negotiating sale of goods and/or services
12/738350	17-Dec-10	N/A	N/A	United States	Travelport Operations, Inc.	Systems and methods for programmatic generation database statements
09/263310	5-Mar-99	6360205	19-Mar-02	United States	Travelport, Inc.	Obtaining and utilizing commercial information
12/650227	30-Dec-09	N/A	N/A	United States	Travelport, LP	Computer-based systems and methods for collaborative travel planning
09/687303	12-Oct-00	7603281	13-Oct-09	United States	Travelport, LP	Method, computer program, and system for pushing flight information to passengers
10/114748	1-Apr-02	7062480	13-Jun-06	United States	Travelport, LP	System and method for caching and utilizing flight availability data
11/778444	16-Jul-07	N/A	N/A	United States	Travelport, LP	Automated repricing of revised itineraries for ticket changes requested after issuance
12/027792	7-Feb-08	N/A	N/A	United States	Travelport, LP	Method and system for air fare verification auditing
11/351945	10-Feb-06	7693894	6-Apr-10	United States	Travelport, LP	System and method for caching and utilizing flight availability data
11/351946	10-Feb-06	7853575	14-Dec-10	United States	Travelport, LP	System and method for caching and utilizing flight availability data

11/712198	28-Feb-07	7694012	6-Apr-10	United States	Travelport, LP	System and method for routing data
12/721920	11-Mar-10	N/A	N/A	United States	Travelport, LP	System and method of travel itinerary creation