

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3722350

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ORBITZ, LLC	09/16/2015
ORBITZ WORLDWIDE, LLC	09/16/2015
NEAT GROUP CORPORATION	09/16/2015
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	7231382
Patent Number:	7376662
Patent Number:	7412438
Patent Number:	7555387
Patent Number:	7587390
Patent Number:	7725488
Patent Number:	7769610
Patent Number:	7962354
Patent Number:	8209200
Patent Number:	8352454
Application Number:	10687366
Application Number:	11187310
Patent Number:	8175918
Application Number:	12126550
Application Number:	12198405
Patent Number:	7136821
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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: BENJAMIN S. ARFA

Address Line 1: 51 WEST 52ND ST.

Address Line 2: WACHTELL, LIPTON, ROSEN & KATZ

Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:	BENJAMIN S. ARFA
SIGNATURE:	/Michael Barys/
DATE SIGNED:	02/02/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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EXECUTION VERSION

RELEASE OF SECURITY INTEREST IN PATENTS, dated as of September 16, 2015 (this "**Release**"), by CREDIT SUISSE AG, as Collateral Agent (in such capacity, the "**Agent**") in favor of NEAT GROUP CORPORATION, a Delaware corporation, ORBITZ, LLC, a Delaware limited liability company, and ORBITZ WORLDWIDE, LLC, a Delaware limited liability company (each, an "**Obligor**" and collectively, the "**Obligors**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the IP Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the Credit Agreement dated as of March 25, 2013 (as amended, amended, supplemented or modified from time to time, the "**Credit Agreement**"), among Orbitz Worldwide, Inc. (the "**Borrower**"), the Lenders party thereto from time to time, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, JPMorgan Chase Bank, N.A., as L/C Issuer and SunTrust Bank, as L/C Issuer, (ii) the Intellectual Property Security Agreement dated as of March 25, 2013 (as amended, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") among the Borrower, certain Subsidiaries of the Borrower identified therein and the Agent, and (iii) the Grant of Security Interest in Patent and Trademarks Rights effective as of March 25, 2013, among the Obligors and the Agent (the "**Patent and Trademark Security Agreement**").

B. Pursuant to the Patent and Trademark Security Agreement, each Obligor granted to the Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Obligors in, among other property, the Patents set forth on Schedule I hereto (the "**Patent Collateral**"), and pursuant to the Patent and Trademark Security Agreement, such security interest was recorded with the United States Patent and Trademark Office on May 3, 2013 at Reel/Frame 030342/0366.

C. In connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests in connection therewith, each Obligor has informed the Agent of their desire to obtain the release of all right, title and interest of the Agent, the Secured Parties and each other grantee or beneficiary in and to the Patents granted under the IP Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, does hereby terminate, release, relinquish and discharge its security interest in the Patent Collateral. This Release is made without representation or warranty by, or recourse to, the Agent or any other Secured Party.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the day and year first above written.

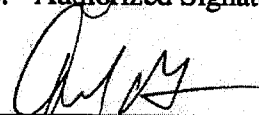
CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Agent

By



Name: Judith E. Smith
Title: Authorized Signatory

By



Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature page to Release of Security Interest in Patents]

[[3556124]]

PATENT
REEL: 037681 FRAME: 0218

SCHEDULE I

U.S. PATENTS OWNED BY ORBITZ, LLC

U.S. Patents

<u>Patent Number</u>	<u>Issue Date</u>
7,231,382	06/12/07
7,376,662	05/20/08
7,412,438	08/12/08
7,555,387	06/30/09
7,587,390	09/08/09
7,725,488	05/25/10
7,769,610	08/03/10
7,962,354	06/14/11
8,209,200	06/26/12
8,352,454	01/08/13

U.S. Patent Applications

<u>Serial Number</u>	<u>Application Filing Date</u>
10/687,366	10/15/03
11/187,310	07/22/05

U.S. PATENTS OWNED BY ORBITZ WORLDWIDE, LLC

U.S. Patents

<u>Patent Number</u>	<u>Issue Date</u>
8,175,918	05/08/12

U.S. Patent Applications

<u>Serial Number</u>	<u>Application Filing Date</u>
12/126,550	05/23/08
12/198,405	08/26/08

U.S. PATENTS OWNED BY NEAT GROUP CORPORATION

U.S. Patents

<u>Patent Number</u>	<u>Issue Date</u>
7,136,821	11/14/06

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