

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3766318

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CORRECTIVE ASSIGNMENT TO CORRECT THE NATURE OF CONVEYANCE FROM A SECURITY AGREEMENT TO A REALEASE OF SEACURITY INTEREST PREVIOUSLY RECORDED ON REAL 037681 FRAME0215. ASSIGNOR HERE BY CONFIRMS THE ASSIGNMENT OF THE ASSIGNOR'S INTEREST

## CONVEYING PARTY DATA

Name	Execution Date
CREDIT SUISSE AG	02/16/2016

## RECEIVING PARTY DATA

<b>Name:</b>	ORBITZ LLC
<b>Street Address:</b>	333 10TH AVE NE
<b>City:</b>	BELLEVUE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98004
<b>Name:</b>	ORBITZ WORLDWIDE, LLC
<b>Street Address:</b>	333 108TH AVENUE NE
<b>City:</b>	BELLEVUE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98004
<b>Name:</b>	NEAT GROUP CORPORATION
<b>Street Address:</b>	333 108TH AVENUE NE
<b>City:</b>	BELLEVUE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98004

## 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

Property Type	Number
Patent Number:	8209200
Patent Number:	8352454
Patent Number:	8175918
Patent Number:	7136821
Application Number:	10687366
Application Number:	11187310
Application Number:	12126550
Application Number:	12198405

#### 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: 03/03/2016

#### Total Attachments: 15

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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)

Credit Suisse AG

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

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

Execution Date(s) 2/16/2016

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

☒ Other Corrective assignment to correct the Nature of Conveyance from a Security Agreement to a Release of Security Interest previously recorded on real 037981 from 0215. Assignor hereby confirms the assignment of the assignor's interest.

2. Name and address of receiving party(ies)

Name: Orbitz, LLC

Internal Address: \_\_\_\_\_

Street Address: 333 10th Ave NE

City: Bellevue

State: WA

Country: USA Zip: 98004

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

4. Application or patent number(s):

A. Patent Application No.(s)

See attached

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Benjamin S. Arfa

Internal Address: Wachtell, Lipton, Rosen & Katz

Street Address: 51 West 52nd Street

City: New York

State: NY Zip: 10019

Phone Number: 212-403-1310

Docket Number: 212-403-2310

Email Address: bsarfa@wlrk.com

6. Total number of applications and patents involved: \_\_\_\_\_

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

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

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

Date

Rachel Boyd

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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

**Recordation Form for Patents Only**

**Additional Receiving Parties**

1. Orbitz Worldwide LLC

333 108<sup>th</sup> Avenue NE

Bellevue, WA 98004

2. Neat Group Corporation

333 108<sup>th</sup> Avenue NE

Bellevue, WA 98004

**PATENT**

**REEL: 037987 FRAME: 0565**

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**PATENTS ONLY**

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**1. Name of conveying party(ies)**

Orbitz, LLC  
Orbitz Worldwide, LLC  
Neat Group Corporation

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

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

Execution Date(s) 9/16/15

- ☐ 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

Internal Address: \_\_\_\_\_

Street Address: 11 Madison Avenue

City: New York

State: NY

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)

See attached

See attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Benjamin S. Arfa

Internal Address: Wachtell, Lipton, Rosen & Katz

Street Address: 51 West 52nd St.

City: New York

State: NY Zip: 10019

Phone Number: 212-403-1310

Fax Number: 212-403-2310

Email Address: bsarfa@wrlk.com

**6. Total number of applications and patents involved: 16**

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

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Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

2/1/2016

Date

Benjamin S. Arfa

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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**PATENT**

REEL: 037987 FRAME: 0566

Continuation of Item 4

*Patents*

7,231,382  
7,376,662  
7,412,438  
7,555,387  
7,587,390  
7,725,488  
7,769,610  
7,962,354  
8,209,200  
8,352,454  
8,175,918  
7,136,821

*Patent Applications*

10/687,366  
11/187,310  
12/126,550  
12/198,405

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.

*[Remainder of this page intentionally left blank]*

[[3556124]]

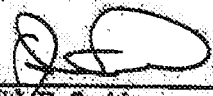
PATENT

REEL: 037987 FRAME: 0568

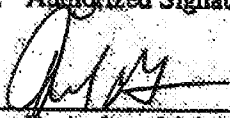
IN WITNESS WHEREOF, the Agent has caused this Release to be duly  
executed as of the day and year first above written.

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]

[3536(24)]

PATENT

REEL: 037987 FRAME: 0569



**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

[[3556124]]

**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

[[3336124]]

**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

[[3556124]]

**PATENT**

**REEL: 037987 FRAME: 0572**

## **Sponsoring an INTA Annual Meeting**

### **Key Messages:**

- **Size of the Annual Meeting**
  - More than 9700 trademark professionals.
  - Largest Annual Meeting in the last 137 years.
- **Key Facts about the Annual Meeting Registrants**
  - More than 550 brand owner organizations.
  - More than 1100 brand owner representatives.
- **Key Facts about Annual Meeting Activities**
  - Opening Ceremony, Keynote and Welcome Reception.
  - Close to 300 educational sessions.
  - Thousands of business strategy meetings and business development opportunities.
- **Expand your reach at the Annual Meeting with INTA's Sponsorship Opportunities**
  - Introduce your new
    - organization,
    - office location,
    - team,
    - team leader,
    - products and services.
  - Introduce improvements to your existing products and services.
  - Gain instant visibility and build brand awareness and recognition.
- **Benefits of INTA's Sponsorship Opportunities**
  - Save time prior to the Annual Meeting
    - let INTA take care of your mass marketing while you focus on your daily work and schedule activities during the INTA Annual Meeting.
      - Promotion via various INTA marketing tools
    - develop new leads before the Annual Meeting.
  - Focus your organization's INTA Annual Meeting delegation's time on preparing for business meetings at the Annual Meeting rather than worry about profile raising!
  - Select sponsorship categories that work with your budget and need.
    - 3 sponsorship levels: Platinum, Gold, Bronze.
    - Within each level there are different sponsorship opportunities.
      - *Event specific* sponsorship categories
        - INTA Gala – Trademark Experts and INTA Leadership.
        - INTA Welcome Reception – International Trademark Practitioners.
        - INTA Trademark Administrator Brunch – Trademark Administrators.

New York | Shanghai | Brussels | Washington, D.C.

**PowerfulNetworkPowerfulBrands.**

**PATENT**

**REEL: 037987 FRAME: 0573**

- *Location specific sponsorship categories*
  - Headquarter Hotel Room Drop and Keycard Sponsor – opportunity to provide promotional material to INTA registrants at that hotel
  - Exhibition Hall – Colum wrap and Escalator banner
- *INTA meeting and event services sponsorship categories*
  - Reserved Hospitality
  - Premium Hospitality
- *Improve 2015 Annual Meeting Registrant Experience sponsorship categories*
  - E-access pavilion at the San Diego Convention Center.
  - Charging Station at the SDCC.
  - Meetings Points at the Hospitality Area.
- *Create specific brand awareness and generate leads within target group that enjoys the same interest.*
  - INTA Volunteer Service Project sponsorship.
- **Other ways to remain visible after the Annual Meeting**
  - INTA's advertising opportunities coming up in rest of 2015 and 2016
    - INTA Bulletin
    - Global Advisory Report
  - INTA's event sponsorship opportunities coming up in the rest of 2015 and 2016
    - 2015 Trademark Administrators and Practitioners Meeting (Alicante, Spain)
    - 2015 Leadership Meeting (Panama City, Panama)
    - Interplay between Trademarks and Geographical Indications (Rome, Italy)
    - 2016 Meetings and Conferences.

### **Interview Questions:**

1. **Welcome to the INTA Annual Meeting. Tell us about yourself and how you and your organization are involved in the Annual Meeting?**
  - a. Provide Name and Organization Name.
  - b. Role in Organization.
  - c. Role at the Annual Meeting as a Sponsor.
2. **How did you learn about the INTA Annual Meeting Sponsorship Opportunities? (Nb possible responses)**
  - a. Was a previous sponsor.
  - b. 2014 INTA Annual Meeting Sponsor Breakfast
    - i. List of new sponsorship and advertising opportunities were revealed.
  - c. INTA website.
  - d. INTA e-communication.
3. **Describe your Annual Meeting sponsorship experiences?**
  - a. State what you sponsored.
  - b. Describe how your organization received exposure through your sponsorship.
    - i. Example:

1. Web banner on the INTA website.
  2. Mention in the Final Program.
  3. Mention in signage in the Exhibition Hall.
- c. Describe in general terms your experiences.
4. **How did this sponsorship help you and your organization achieve your Annual Meeting marketing goals?**
  - a. Refer to list of "*Benefits of INTA Sponsorship Opportunities*" above and identify the top 3 benefits to you and your organization.
  - b. Where possible provide examples:
    - i. Received list of more than 9000 trademark professionals with e-mail address for one time use.
    - ii. Recognized instantly when participated in INTA Annual Meeting events.
    - iii. Gave a sense of pride to be thanked and recognized for sponsorship by INTA leadership and other members.
5. **Sponsorship is not cheap. Why do you pursue it?**
  - a. Believe in an integrated marketing and communication approach.
    - i. Just like an IP matter, we have different strategies in our toolkit to deal with a particular issue, same for marketing for one's organization.
    - ii. Cannot only focus on one-on-one meetings to develop relationships and business.
  - b. INTA registrants continue to grow
    - i. Mass marketing is the first step to building brand awareness and recognition.
  - c. Other INTA events, conferences and advertising opportunities are a good way to build on visibility achieved at the Annual Meeting.
6. **What would you say to those who are considering INTA sponsorships for upcoming INTA events?**
  - a. Numerous options so you can select sponsorships that work best for you.
  - b. Pick options that best showcase the message you are trying to convey.
  - c. Build a sponsorship and advertising plan into your marketing budget annually to extract the best value of your INTA event participation.