

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4530836

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DEUTSCHE BANK AG NEW YORK BRANCH	07/31/2017
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282-2198
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6076070
Patent Number:	6304850
Patent Number:	8498944
Patent Number:	6035288
Patent Number:	7603281
Patent Number:	6360205
Patent Number:	7853575
Patent Number:	7693894
Patent Number:	7062480
Patent Number:	7694012
Application Number:	11778444
Application Number:	12027792
Application Number:	12738350
Application Number:	13646200
Application Number:	12650227
PCT Number:	US2014042390
CORRESPONDENCE DATA	
Fax Number:	(212)735-2000
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.	

PATENT

Phone: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Address Line 1: FOUR TIMES SQUARE
Address Line 2: MONIQUE L. RIBANDO
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130.1465
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NAME OF SUBMITTER:	REBECCA RODAL
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SIGNATURE:	/Rebecca Rodal/
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DATE SIGNED:	08/01/2017
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Total Attachments: 8

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**PATENT SECURITY INTEREST
ASSIGNMENT AGREEMENT**

THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of July 31, 2017, by and between DEUTSCHE BANK AG NEW YORK BRANCH, as the resigning collateral agent (in such capacity, "Assignor") and GOLDMAN SACHS BANK USA, as the successor collateral agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to the Patent Security Agreement, dated as of September 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement"), by and between TRAVELPORT, LP, a Delaware limited partnership, TRAVELPORT INC., a Delaware corporation, TRAVELPORT OPERATIONS, INC., a Delaware corporation and GALILEO INTERNATIONAL TECHNOLOGIES, LLC, a Delaware limited liability company (each, a "Grantor") and Assignor;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to Assignor a security interest in all of its right, title and interest in, to and under the issued patents and patent applications described on Schedule I annexed hereto (excluding any Excluded Assets) and made a part hereof (the "Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on September 11, 2014 on Reel 033727 / Frame 0010;

WHEREAS, pursuant to that certain Agent Resignation and Appointment, dated as of the date hereof (the "Resignation and Appointment"), among Travelport Finance (Luxembourg) S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 189.658, having its registered office at 20, rue Eugène Ruppert, L-2453 Luxembourg and with a share capital of USD 180,000 ("Borrower"), Assignor, Assignee, the other agents party thereto and the lenders party thereto: (a) Assignor resigned as collateral agent under (i) the Credit Agreement, dated as of September 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among Travelport Limited, a company incorporated under the laws of Bermuda ("Holdings"), Borrower, certain other subsidiaries of Holdings, as guarantors, the lenders party thereto and Assignor, as administrative agent and collateral agent, (ii) the Security Agreement and (iii) the other Loan Documents (as defined in the Credit Agreement) and (b) Assignee has been exclusively vested with, and agrees to perform, all the rights, powers, privileges and duties of Assignor as collateral agent under the Credit Agreement, the Security Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's rights, titles and interests as the Collateral Agent under or in connection with the Security Agreement, including, without limitation, Assignor's security interest in the Collateral.

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

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Subject to and in accordance with the Resignation and Appointment and effective as of the date hereof, Assignor does hereby assign to Assignee all of its rights, titles and interests as the Collateral Agent under or in connection with the Security Agreement, including without limitation, its security interest in the Collateral, and Assignee does hereby accept and assume all of such right, title, interest and security interests as the Collateral Agent under or in connection with the Security Agreement, including without limitation, such security interest in the Collateral.

3. Acknowledgment of Grantors. Each Grantor hereby (i) confirms its grant to Assignee of a security interest in the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

DEUTSCHE BANK AG NEW YORK BRANCH, as
the resigning Collateral Agent

By: 
Name: Anca Trifan
Title: Managing Director

By: 
Name: Dusan Lazarov
Title: Director

ASSIGNEE:

GOLDMAN SACHS BANK USA, as the successor
Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

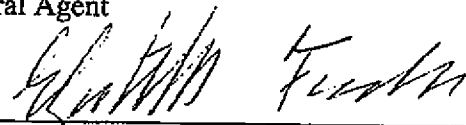
DEUTSCHE BANK AG NEW YORK BRANCH, as
the resigning Collateral Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:


GOLDMAN SACHS BANK USA, as the successor
Collateral Agent

By:  _____
Name: Elizabeth Fischer
Title: Authorized Signatory

ACKNOWLEDGED AND AGREED:


TRAVELPORT, LP, as a Grantor

BY: TRAVELPORT HOLDINGS, LLC, its general partner

By: 
Name: Rochelle Boas
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

TRAVELPORT OPERATIONS, INC.
TRAVELPORT INC.

each as a Grantor

By: 
Name: Rochelle Boas
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

GALILEO INTERNATIONAL TECHNOLOGY, LLC, as a Grantor

By: 
Name: Rochelle Boas
Title: Authorized Person

[Signature Page to Patent Security Interest Assignment Agreement – Travelport]

SCHEDULE I
TO

PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

Patent Registrations and Applications

[See attached.]

Schedule I
Patent Registrations and Applications

Applications:

OWNER	REGISTRATION NUMBER	PATENT
TRAVELPORT, LP	11778444 7/16/2007	AUTOMATED REPRICING OF REVISED ITINERARIES FOR TICKET CHANGES REQUESTED AFTER ISSUANCE
TRAVELPORT, LP	12027792 2/7/2008	METHOD AND SYSTEM FOR AIR FARE VERIFICATION AUDITING
TRAVELPORT OPERATIONS, INC.	12738350 12/17/2010	SYSTEMS AND METHODS FOR PROGRAMMATIC GENERATION OF DATABASE STATEMENTS
GALILEO INTERNATIONAL TECHNOLOGY, LLC	13/646,200 10/5/2012	SCRIPT-DRIVEN DATA EXTRACTION USING A BROWSER
TRAVELPORT, LP	12/650,227 12/30/2009	COMPUTER-BASED SYSTEMS AND METHODS FOR COLLABORATIVE TRAVEL PLANNING
TRAVELPORT, LP	PCT/US14/42390 06/13/14	METHOD AND SYSTEM FOR QUEUING DATA FOR MULTIPLE READERS AND WRITERS

Registrations:

OWNER	APPLICATION NUMBER	PATENT
TRAVELPORT OPERATIONS, INC.	6076070 6/13/2000	APPARATUS AND METHOD FOR ON-LINE PRICE COMPARISON OF COMPETITOR'S GOODS AND/OR SERVICES OVER A COMPUTER NETWORK
TRAVELPORT OPERATIONS, INC.	6304850 10/16/2001	COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR BOOKING AIRLINE TRAVEL ITINERARIES
TRAVELPORT OPERATIONS, INC.	8498944 7/30/2013	INTERACTIVE COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR NEGOTIATING SALE OF GOODS AND/OR SERVICES
TRAVELPORT OPERATIONS, INC.	6035288 3/7/2000	INTERACTIVE COMPUTER-IMPLEMENTED SYSTEM AND METHOD FOR NEGOTIATING SALE OF GOODS AND / OR SERVICES

[Signature Page to Patent Security Agreement]

OWNER	APPLICATION NUMBER	PATENT
TRAVELPORT, LP	7603281 10/13/2009	METHOD, COMPUTER PROGRAM, AND SYSTEM FOR PUSHING FLIGHT INFORMATION TO PASSENGERS
TRAVELPORT, INC.	6360205 3/19/2002	OBTAINING AND UTILIZING COMMERCIAL INFORMATION
TRAVELPORT, LP	7853575 B2 12/14/2010	SYSTEM AND METHOD FOR CACHING AND UTILIZING FLIGHT AVAILABILITY DATA
TRAVELPORT, LP	7693894 B1 4/6/2010	SYSTEM AND METHOD FOR CACHING AND UTILIZING FLIGHT AVAILABILITY DATA
TRAVELPORT, LP	7062480 B2 6/13/2006	SYSTEM AND METHOD FOR CACHING AND UTILIZING FLIGHT AVAILABILITY DATA
TRAVELPORT, LP	7694012 4/6/2010	SYSTEM AND METHOD FOR ROUTING DATA