

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRAVELPORT OPERATIONS INC.	05/05/2020
RECEIVING PARTY DATA		
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City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30339	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8972433
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NAME OF SUBMITTER:	RAZA SIDDIQUI	
SIGNATURE:	/razasiddiqui/	
DATE SIGNED:	05/05/2020	
Total Attachments: 3		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “Assignment”) is made and entered into as of May 5, 2020 (“Effective Date”), by and among Travelport Operations Inc. (“Assignor”), a Delaware corporation, Travelport, LP, a Delaware limited partnership (“Assignee”), and Travelport Inc., a Delaware corporation and the direct parent entity of Assignor and indirect parent entity of Assignee (“Parent”).

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest in and to the issued patent set forth on Schedule A attached hereto (the “Patent”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Patent, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (i) any and all claims and causes of action, whether accruing before, on or after the Effective Date, and the right to seek damages for the past, present or future infringement, misappropriation, dilution, or other violation of the Patent and (ii) all rights to proceeds, income, revenues and royalties, whether accruing before, on or after the Effective Date with respect to the Patent.

1. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Patent, and to issue any and all letters patent of the United States with respect thereto to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

2. Each of Assignor, Assignee and Parent agrees that for all U.S. federal and state income tax purposes, the Assignment will be treated as a transfer of the Patent via the following steps: (i) a distribution of the Patent by Assignor to Parent, followed by (ii) a contribution of the Patent by Parent to Worldspan Technologies Inc., a Delaware corporation (“WTI”), followed by (iii) a contribution of the Patent by WTI to Travelport Holdings LLC, a Delaware limited liability company (“THLLC”), followed by (iv) a contribution of the equivalent of 0.004% of the Patent by THLLC to Worldspan LLC, a Delaware limited liability company (“Worldspan”), followed by (v) a contribution of the equivalent of 99.996% of the Patent by THLLC to Assignee, and followed by (vi) a contribution of the equivalent of 0.004% of the Patent by Worldspan to Assignee.

3. Assignor shall take all further actions, and provide Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

4. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TRAVELPORT OPERATIONS, INC.

DocuSigned by:
Margaret Cassidy
BEFD3C283A604D3...

Signature

Margaret Cassidy
Print Name

Executive Vice President, General Counsel & Secretary
Title

TRAVELPORT, LP

By: Travelport Holdings, LLC
Its: General Partner

DocuSigned by:
Margaret Cassidy
BEFD3C283A604D3...

Signature

Margaret Cassidy
Print Name

Executive Vice President, General Counsel & Secretary
Title

Acknowledged and Agreed as of the Effective Date

TRAVELPORT INC.

DocuSigned by:
Margaret Cassidy
BEFD3C283A604D3...

Signature

Margaret Cassidy
Print Name

Executive Vice President, General Counsel & Secretary
Title

[Signature Page to Patent Assignment]

PATENT
REEL: 052569 FRAME: 0287

SCHEDULE A

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Systems and methods for programmatic generation of database statements	USA	12738350 17-DEC-2010	8972433 03-MAR-2015	Granted	Travelport Operations, Inc.