

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6139925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRAVELPORT TECHNOLOGIES LLC	06/05/2020
RECEIVING PARTY DATA	
Name:	UMB BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	120 SOUTH SIXTH STREET
Internal Address:	SUITE 1400
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	9916564
Patent Number:	D797139
Patent Number:	D783033
Patent Number:	10013235
Patent Number:	7603281
Patent Number:	7062480
Patent Number:	7693894
Patent Number:	7853575
Patent Number:	10303383
Patent Number:	7694012
Patent Number:	8972433
Application Number:	16380744
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>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.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP

PATENT

Address Line 2: 2021 MCKINNEY AVE., SUITE 2000
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 63768-30230

NAME OF SUBMITTER: DUSAN CLARK

SIGNATURE: /Dusan Clark/

DATE SIGNED: 06/05/2020

Total Attachments: 7

source=Patent Security Agreement - IPCo#page1.tif
source=Patent Security Agreement - IPCo#page2.tif
source=Patent Security Agreement - IPCo#page3.tif
source=Patent Security Agreement - IPCo#page4.tif
source=Patent Security Agreement - IPCo#page5.tif
source=Patent Security Agreement - IPCo#page6.tif
source=Patent Security Agreement - IPCo#page7.tif

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of June 5, 2020, is made by Travelport Technologies LLC, a Delaware limited liability company (the “Grantor”), in favor of UMB Bank, National Association (“UMB”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties, in connection with that certain Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among Travelport Technologies Holdings LLC, a Delaware limited liability company (“Holdings”), the Grantor, a wholly-owned subsidiary of Holdings, Toro Travelport Limited, as initial purchaser, and UMB, as the Purchaser Representative, Registrar, Settlement Agent, Paying Agent and Collateral Agent for the Purchasers thereunder from time to time.

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, the Purchasers have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Note Purchase Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Purchasers to purchase the Notes, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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 Note Purchase Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantor 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 Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Note Purchase Agreement, the terms of the Note Purchase Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Intent of Parties.

(a) The parties hereto intend, acknowledge and agree that (i) each Note is a “security” as that term is defined in Section 101(49) of the Bankruptcy Code, (ii) the Note Purchase Agreement, each Note and each Purchase Event or exchange of Notes under the Note Purchase Agreement is a “securities contract” as that term is defined in Section 741(7) of the Bankruptcy Code and used in Section 555 of the Bankruptcy Code, and a “master netting agreement” as defined in Section 101(38A) of the Bankruptcy Code and as used in Section 561 of the Bankruptcy Code, (iii) each Purchaser as a customer of its agent UMB shall be a “financial institution” as such term is defined in Section 101(22) of the Bankruptcy Code and entitled to the “safe harbor” benefits and protections afforded under the Bankruptcy Code with respect to a “securities contract” and a “master netting agreement”, including under Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code, (iv) all payments and transfers hereunder are “transfers” in connection with a securities contract as such term is defined and used under the Bankruptcy Code and shall have the benefits under Section 546(e) and 546(j) of the Bankruptcy Code, and (vi) the Guarantee and the Security Documents are each a security agreement or arrangement or other credit enhancement or guaranty related to and entered into in connection with the Note Purchase Agreement and is thereby each a “securities contract” under Section 741(7)(xi) of the Bankruptcy Code and a “master netting agreement” as defined in Section 101(38A) of the Bankruptcy Code entitled to all the benefits under Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 555 and 561 of the Bankruptcy Code

(b) The parties intend and acknowledge that either party’s right to cause the termination, liquidation or acceleration of, or to set-off or net termination values, payment amounts

or other transfer obligations arising under, or in connection with, the Note Purchase Agreement or any Purchase Event or exchange of Notes under the Note Purchase Agreement or to exercise any other remedies pursuant to Section 11.2 of the Note Purchase Agreement or under the Guarantee or any Security Document is in each case a contractual right to cause or exercise such right as described in Sections 362(b)(6), 362(b)(27), 555 and 561 of the Bankruptcy Code.

(c) The parties intend and acknowledge that if a party hereto is an “insured depository institution,” as such term is defined in the Federal Deposit Insurance Act, as amended (“FDIA”), then the Note Purchase Agreement and each Purchase Event or exchange of Notes under the Note Purchase Agreement is a “qualified financial contract,” as that term is defined in the FDIA and any rules, orders or policy statements thereunder.

(d) The parties intend and acknowledge that any provisions hereof or in any other document, agreement or instrument that is related in any way to the Note Purchase Agreement or this Agreement shall be deemed “related to” the Note Purchase Agreement and this Agreement within the meaning of Section 741 of the Bankruptcy Code, including, without limitation, the Guarantee and the Security Documents.

[Remainder of Page Intentionally Left Blank]

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

TRAVELPORT TECHNOLOGIES LLC, as the
Grantor

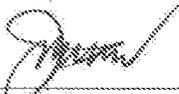
DocuSigned by:

By: _____
Name: Nicholas Bray
Title: Executive Vice President &
Chief Financial Officer

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 052852 FRAME: 0592

UMB BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Julius R. Zamora
Title: Vice President

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 052852 FRAME: 0593

SCHEDULE A

U.S. Patent Registrations and Applications

Patent Registrations:

Title	Status	Patent Application No./ Filing Date	Patent No./ Issue Date	Owner
Computer-based systems and methods for collaborative travel planning.	Granted	12650227 30-DEC-2009	9916564 13-MAR-2018	Travelport Technologies LLC
Display screen or portion thereof with transitional graphical user interface.	Granted	29504971 10-OCT-2014	D797139 12-SEP-2017	Travelport Technologies LLC
Display screen with graphical user interface.	Granted	29504968 10-OCT-2014	D783033 04-APR-2017	Travelport Technologies LLC
Method and system for queuing data for multiple readers and writers.	Granted	14786080 13-JUN-2014	10013235 03-JUL-2018	Travelport Technologies LLC
Method, computer program, and system for pushing flight information to passengers.	Granted	09687303 12-OCT-2000	7603281 13-OCT-2009	Travelport Technologies LLC
System and method for caching and utilizing flight availability data.	Granted	10114748 01-APR-2002	7062480 13-JUN-2006	Travelport Technologies LLC
System and method for caching and utilizing flight availability data.	Granted	11351945 10-FEB-2006	7693894 06-APR-2010	Travelport Technologies LLC
System and method for caching and utilizing flight availability data.	Granted	11351946 10-FEB-2006	7853575 14-DEC-2010	Travelport Technologies LLC
System and method for implementing non-blocking, concurrent hash tables.	Granted	15374991 09-DEC-2016	10303383 28-MAY-2019	Travelport Technologies LLC
System and method for routing data.	Granted	11712198 28-FEB-2007	7694012 06-APR-201	Travelport Technologies LLC
Systems and methods for programmatic generation of database statements	Granted	12738350 17-DEC-2010	8972433 03-MAR-2015	Travelport Technologies LLC

Patent Applications:

Title	Status	Patent Application No./ Filing Date	Patent No./ Issue Date	Owner
System and method for routing data.	Pending	16380744 10-APR-2019	--	Travelport Technologies LLC