

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbitz, LLC		07/31/2012	Delaware LLC: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85674104	ORBUCKS	
Serial Number:	85542392	DESTINATION EXPLORER	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-408-3121 x2348		
Email:	tnuckolls@cscinfo.com		
Correspondent Name:	Corporation Service Co.-J. Paterson		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 2:	Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	296682 005 DN		
NAME OF SUBMITTER:	Tim Nuckolls		
Signature:	/Tim Nuckolls/		

TRADEMARK

Date:

08/01/2012

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS 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):

Orbitz, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Delaware LLC

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 07/31/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: UBS AG, Stamford Branch, as Collateral Agent

Street Address: 677 Washington Blvd.

City: Stamford

State: CT

Country: USA Zip: 06901

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Swiss Banking Corporation
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

SEE SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

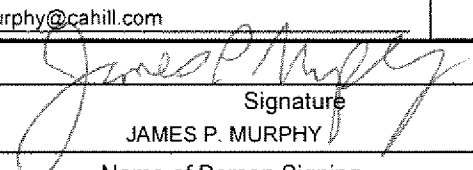
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
JAMES P. MURPHY
Name of Person Signing

July 31, 2012

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT ("IP Security Agreement Supplement"), effective as of July 31, 2012 is made by ORBITZ, LLC, a Delaware limited liability company (the "Obligor"), in favor of UBS AG, STAMFORD BRANCH, a Connecticut state, United States of America, registered branch of UBS AG (a company incorporated under the laws of Switzerland), as Administrative Agent and Collateral Agent (the "Agent") for the several banks and other financial institutions party to the Credit Agreement dated as of July 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ORBITZ WORLDWIDE, INC., a Delaware corporation (the "Borrower"), the Agent, UBS LOAN FINANCE LLC, as Swing Line Lender, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), CREDIT SUISSE SECURITIES (USA) LLC, as Syndication Agent, and LEHMAN BROTHERS INC., as Documentation Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Borrower, the Obligor and certain other related entities of the Borrower have executed and delivered an Intellectual Property Security Agreement, dated as of July 25, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including Patents and Trademarks;

WHEREAS, the Obligor is required to deliver to the Agent every fiscal quarter, with respect to issued or registered Patents (or published applications therefor) or Trademarks (or applications therefor), an appropriate Intellectual Property Security Agreement with respect to all applicable Intellectual Property owned or exclusively licensed by the Obligor as of the last day of such period, to the extent that such Intellectual Property is not covered by a previous Intellectual Property Security Agreement delivered and signed by the Obligor;

WHEREAS, the Obligor wishes to supplement the IP Security Agreement so as to record the security interests granted in the additional Trademarks listed on Schedule A hereto; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and having induced the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 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 Credit Agreement and the IP Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a security interest in all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Obligor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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

SECTION 4. 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.

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.


ORBITZ, LLC


By: Alice Greene
Name: Alice Greene
Title: Group VP, Interim GC

[Signature Page to IP Grant]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Administrative Agent and Collateral Agent

By: 
Name: Irja R. Otsa
Title: Associate Director

By: 
Name: David Urban
Title: Associate Director

[Signature Page to IP Grant]

TRADEMARK
REEL: 004833 FRAME: 0070

SCHEDULE A

U.S. Trademarks and Trademark Applications

Jurisdiction	Title	Owner Name:	App. No.	App. Date	Reg. No.	Issue Date
United States	ORBUCKS	Orbitz, LLC	85/674104	July 11, 2012	Pending	
United States	DESTINATION EXPLORER	Orbitz, LLC	85/542392	February 14, 2012	Pending	