

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Travelport, LP		05/30/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	101 N. Tryon St., 5th Floor		
<b>Internal Address:</b>	Mail Code: NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3555633	APOLLO	
<b>Registration Number:</b>	2770579	APOLLO	
<b>Registration Number:</b>	1268761	APOLLO	
<b>Registration Number:</b>	1617443	FOCALPOINT	
<b>Registration Number:</b>	1599827	FOCALPOINT	
<b>Registration Number:</b>	1647908	GALILEO	
<b>Registration Number:</b>	4419020	TRAVELPORT ROOMS AND MORE	
<b>Registration Number:</b>	2189417	WORLDSPAN	
<b>Registration Number:</b>	1608514	WORLDSPAN	
<b>Registration Number:</b>	2275654	WORLDSPAN GO!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		

OP \$265.00 3555633

**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 06/05/2019

**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):**

Travelport, LP

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) May 30, 2019

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 101 N. Tryon St., 5th Floor,  
Mail Code: NC1-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- 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 \_\_\_\_\_

See Schedule A

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: Elaine Carrera, Senior Paralegal

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

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

10

**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:**

Elaine Carrera  
Signature

Elaine Carrera

Name of Person Signing

June 4, 2019

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

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 30, 2019, is made by TRAVELPORT, LP, a Delaware limited partnership (the “Grantor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below) in connection with that certain Second Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Toro Private Holdings II, Ltd., a private limited company incorporated in England and Wales (“Holdings”), Toro Private Holdings III, Ltd., a private limited company incorporated in England and Wales and a wholly-owned subsidiary of Holdings (“Parent”), the institutions from time to time parties thereto as lenders (each a “Lender” and, collectively, the “Lenders”) and BANK OF AMERICA, N.A., as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of May 30, 2019 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 Trademarks, 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 Lenders to make loans to the Borrower, 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 Credit 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 Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and 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; provided that,

applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by 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.

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 Credit 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 Credit Agreement, the terms of the Credit 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. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control.

[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, LP, as the Grantor


By: Travelport Holdings, LLC, its general partner

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

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

TRADEMARK  
REEL: 006662 FRAME: 0132

BANK OF AMERICA, N.A.,  
as the Collateral Agent

By:   
Name: Henry Pennell  
Title: Vice President

## SCHEDULE A

### U.S. Trademark Registrations and Applications

#### Trademark Registrations:

Mark	Registration No.	Registered Owner	Registration Date
APOLLO	3555633	TRAVELPORT, LP	06-JAN-2009
APOLLO	2770579	TRAVELPORT, LP	07-OCT-2003
APOLLO	1268761	TRAVELPORT, LP	28-FEB-1984
FOCALPOINT	1617443	TRAVELPORT, LP	16-OCT-1990
FOCALPOINT	1599827	TRAVELPORT, LP	05-JUN-1990
GALILEO	1647908	TRAVELPORT, LP	18-JUN-1991
TRAVELPORT ROOMS AND MORE	4419020	TRAVELPORT, LP	15-OCT-2013
WORLDSPAN	2189417	TRAVELPORT, LP	15-SEP-1998
WORLDSPAN	1608514	TRAVELPORT, LP	31-JUL-1990
WORLDSPAN GO!	2275654	TRAVELPORT, LP	07-SEP-1999

#### Trademark Applications:

None.