

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRAVELPORT HOLDINGS (UK) LIMITED		09/25/2020	Private Limited Company: ENGLAND AND WALES
TRAVELPORT TECHNOLOGIES LLC		09/25/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB
Street Address:	500 Delaware Avenue, 11th Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3555633	APOLLO
Registration Number:	2770579	APOLLO
Registration Number:	1268761	APOLLO
Registration Number:	3720208	
Registration Number:	1599827	FOCALPOINT
Registration Number:	2572524	GALILEO
Registration Number:	1647908	GALILEO
Registration Number:	2773989	HOTELZON
Registration Number:	2479890	THOR
Registration Number:	2613296	THOR
Registration Number:	2533290	THOR
Registration Number:	2252615	THOR
Registration Number:	3843199	TRAVELPORT
Registration Number:	2679926	TRAVELPORT
Registration Number:	5824543	TRAVELPORT APOLLO
Registration Number:	4419020	TRAVELPORT ROOMS AND MORE
Registration Number:	3617033	TRAVELPORT VIEWTRIP

CH \$515.00 3555633

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5683752	TRAVELPORT WORLDSPAN
Registration Number:	2189417	WORLDSPAN
Registration Number:	1608514	WORLDSPAN

CORRESPONDENCE DATA

Fax Number: 2028874288

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.

Phone: 2028874000

Email: dc_ipdocketing@akingump.com

Correspondent Name: Akin Gump Strauss Hauer & Feld LLP

Address Line 1: 2001 K Street NW

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Kiichi Take
SIGNATURE:	/Kiichi Take/
DATE SIGNED:	09/25/2020

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 25, 2020, is made by TRAVELPORT HOLDINGS (UK) LIMITED, a private limited company incorporated in England and Wales (“Travelport UK”) and TRAVELPORT TECHNOLOGIES LLC, a Delaware limited liability company (“Travelport Technologies”), and together with Travelport UK, the “Grantors”, and each, a “Grantor”, in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent (as defined below) in connection with that certain First 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 WILMINGTON SAVINGS FUND SOCIETY, FSB, 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 First 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, each 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 and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements and Secured Hedge Agreements, respectively, with Parent and/or its Restricted Subsidiaries, each 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. Each Grantor hereby grants a lien on and security interest in all of such 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 such 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 each 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. Each 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.

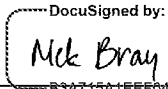
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

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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.

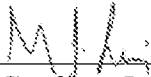
TRAVELPORT TECHNOLOGIES LLC, as a Grantor

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

TRAVELPORT HOLDINGS (UK) LIMITED, as a Grantor

By: 
Name: Nicholas Bray
Title: Director

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Collateral Agent

By:  _____
Name: Geoffrey J. Lewis
Title: Vice President



[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007061 FRAME: 0430

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Registrations:

Mark	Registration No.	Registered Owner	Registration Date
APOLLO	3555633	TRAVELPORT TECHNOLOGIES LLC	06-JAN-2009
APOLLO	2770579	TRAVELPORT TECHNOLOGIES LLC	07-OCT-2003
APOLLO	1268761	TRAVELPORT TECHNOLOGIES LLC	28-FEB-1984
Design Only 	3720208	TRAVELPORT TECHNOLOGIES LLC.	01-DEC-2009
FOCALPOINT	1599827	TRAVELPORT TECHNOLOGIES LLC	05-JUN-1990
GALILEO	2572524	TRAVELPORT TECHNOLOGIES LLC.	28-MAY-2002
GALILEO	1647908	TRAVELPORT TECHNOLOGIES LLC	18-JUN-1991
HOTELZON	2773989	TRAVELPORT HOLDINGS (UK) LIMITED	14-OCT-2003
THOR 	2479890	TRAVELPORT TECHNOLOGIES LLC	21-AUG-2001

THOR 	2613296	TRAVELPORT TECHNOLOGIES LLC	27-AUG-2002
THOR	2533290	TRAVELPORT TECHNOLOGIES LLC	29-JAN-2002
THOR	2252615	TRAVELPORT TECHNOLOGIES LLC	15-JUN-1999
TRAVELPORT	3843199	TRAVELPORT TECHNOLOGIES LLC	31-AUG-2010
TRAVELPORT	2679926	TRAVELPORT TECHNOLOGIES LLC	28-JAN-2003
TRAVELPORT APOLLO	5824543	TRAVELPORT TECHNOLOGIES INC	6-AUG-2019
TRAVELPORT ROOMS AND MORE	4419020	TRAVELPORT TECHNOLOGIES LLC	15-OCT-2013
TRAVELPORT VIEWTRIP	3617033	TRAVELPORT TECHNOLOGIES LLC	05-MAY-2009
TRAVELPORT WORLDSPAN	5683752	TRAVELPORT TECHNOLOGIES LLC	26-FEB-2019
WORLDSPAN	2189417	TRAVELPORT TECHNOLOGIES LLC	15-SEP-1998
WORLDSPAN	1608514	TRAVELPORT TECHNOLOGIES LLC	31-JUL-1990

Trademark Applications:

None.