CH \$590.00 678631

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM864433

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON SAVINGS FUND SOCIETY, FSB		12/28/2023	Federal Savings Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Travelport, LP
Street Address:	251 LITTLE FALLS DRIVE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Limited Partnership: DELAWARE
Name:	Travelport Holdings (UK) Limited
Street Address:	Axis One Axis Park, 10 Hurricane Way
City:	Langley, Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	SL3 8AG
Entity Type:	Private Limited Company: ENGLAND AND WALES
Name:	Deem, Inc.
Street Address:	642 HARRISON ST.
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	6786315	Т
Registration Number:	3555633	APOLLO
Registration Number:	2770579	APOLLO
Registration Number:	1268761	APOLLO
Registration Number:	3720208	
Registration Number:	1599827	FOCALPOINT

TRADEMARK

REEL: 008303 FRAME: 0137

900824508

Property Type	Number	Word Mark
Registration Number:	1647908	GALILEO
Registration Number:	2572524	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
Registration Number:	5683752	TRAVELPORT WORLDSPAN
Registration Number:	2189417	WORLDSPAN
Registration Number:	1608514	WORLDSPAN
Registration Number:	4336372	DEEM
Registration Number:	4645450	DEEM

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: mbeyene@akingump.com, DC IPDocketing@AKINGUMP.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	102383.0001
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	12/28/2023

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 28, 2023 ("<u>Release</u>"), is made by Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "<u>Collateral Agent</u>") in favor of Travelport, LP, a Delaware limited partnership, Travelport Holdings (UK) Limited, a private limited company incorporated in England and Wales, and Deem, Inc., a Delaware corporation (collectively, the "<u>Grantors</u>", and each, a "<u>Grantor</u>").

WHEREAS, pursuant to that certain Junior Priority Lien Security Agreement dated as of March 30, 2023 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement"), by and among each of the entities listed on the signature pages thereto, the Grantors and the Collateral Agent, and the Grant of Security Interest in Trademark Rights dated as of March 30, 2023 by and among the Grantors and Collateral Agent ("Trademark Security Agreement"), the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Grantors in and to all Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on March 30, 2023 at Reel 8029 Frame 0403.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and the Grantors agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
 - (a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of the Grantors in and to, all of the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
 - (b) reassigns, grants and conveys to the Grantors any and all of Collateral Agent's right, title and interest in and to the Collateral; and
 - (c) authorizes the recordation of this Release with the USPTO at the Grantor's expense.
- **SECTION 3.** Further Actions. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by the Grantors, at the applicable Grantor's direction and sole cost and expense, to more fully and effectively effectuate the purpose of this Release.
- **SECTION 4.** Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.
- **SECTION 5.** <u>Collateral Agent Protections</u>. Notwithstanding anything to the contrary contained herein, the Collateral Agent, without any representation or warranties or recourse of any nature whatsoever,

executes this Release solely in accordance with, and in reliance upon, the direction of the Parties (as defined in the Exchange Agreement) in the Exchange and Release Agreement dated on or around the date hereof (the "Exchange Agreement"). For the avoidance of doubt, the Collateral Agent takes all of these actions (and the actions set forth in Section 3 above) with all the rights, protections, immunities and indemnities afforded to it under the Exchange Agreement which survive the releases contemplated by this Release. If there should be any conflict with respect to the rights, protections, immunities, indemnities or obligations of the Collateral Agent under this Release and the Exchange Agreement, the Exchange Agreement shall govern over this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Collateral Agent

By:

Name: Anita Woolery

Title: Vice President

Schedule A

U.S. Trademarks

Trademark Registrations

Mark	Registration No.	Registered Owner	Registration Date
0	6786315	TRAVELPORT, LP	12-JULY-2022
APOLLO	3555633	TRAVELPORT, LP	06-JAN-2009
APOLLO	2770579	TRAVELPORT, LP	07-OCT-2003
APOLLO	1268761	TRAVELPORT, LP	28-FEB-1984
Design Only	3720208	TRAVELPORT, LP	01-DEC-2009
FOCALPOINT	1599827	TRAVELPORT, LP	05-JUN-1990
GALILEO	1647908	TRAVELPORT, LP	18-JUN-1991
GALILEO	2572524	TRAVELPORT, LP	28-MAY-2002
HOTELZON	2773989	TRAVELPORT HOLDINGS (UK) LIMITED	14-OCT-2003
THOR THOR	2479890	TRAVELPORT, LP	21-AUG-2001
THOR STHOR	2613296	TRAVELPORT, LP	27-AUG-2002
THOR	2533290	TRAVELPORT, LP	29-JAN-2002
THOR	2252615	TRAVELPORT, LP	15-JUN-1999
TRAVELPORT	3843199	TRAVELPORT, LP	31-AUG-2010
TRAVELPORT	2679926	TRAVELPORT, LP	28-JAN-2003
TRAVELPORT APOLLO	5824543	TRAVELPORT, LP	6-AUG-2019
TRAVELPORT ROOMS AND MORE	4419020	TRAVELPORT, LP	15-OCT-2013
TRAVELPORT VIEWTRIP	3617033	TRAVELPORT, LP	05-MAY-2009
TRAVELPORT WORLDSPAN	5683752	TRAVELPORT, LP	26-FEB-2019
WORLDSPAN	2189417	TRAVELPORT, LP	15-SEP-1998
WORLDSPAN	1608514	TRAVELPORT, LP	31-JUL-1990
DEEM	4336372	DEEM, INC.	14-MAY-2013
DEEM	4645450	DEEM, INC.	25-NOV-2014

Trademark Applications:

None.

RECORDED: 12/28/2023