

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sabremark Limited Partnership		03/10/2010	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as administrative agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	New York Banking Corp.: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77717668	GET A HANDLE ON YOUR TRAVEL	
Serial Number:	77717679	TRIPCASE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0362		
NAME OF SUBMITTER:	Frances B. Cutajar		
Signature:	/Frances B. Cutajar/		

OP \$65.00 77717668

TRADEMARK

900160640

REEL: 004193 FRAME: 0848

Date:

04/27/2010

Total Attachments: 5

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**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of March 10, 2010, among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE INC. (the “**Borrower**”), certain Subsidiaries of the Borrower whose signatures appear at the end of this Agreement (each of the foregoing, including the Borrower, a “**Grantor**”), and DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent for the Secured Parties.

Reference is made to the Pledge and Security Agreement dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent, Swing Line Lender, and Revolving L/C Issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Reference is also made to the Trademark Security Agreement dated as of March 30, 2007, the Trademark Security Agreement dated as of March 10, 2008, and the Amended and Restated Trademark Security Agreement (Short Form) dated as of March 6, 2009 (collectively, the “**Prior Trademark Security Agreements**”), each of which is between Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent for the Secured Parties (as defined therein). Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest of each such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (including those trademarks set forth in Schedule I hereto), and all extensions or renewals thereof, as well

as any unregistered trademarks and service marks used by a Grantor, and (b) all goodwill connected with the use of and symbolized thereby.

It is the intent of the parties that this Agreement grants a security interest in the Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interests granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I of this Agreement and Schedule I of each of the Prior Trademark Security Agreements.

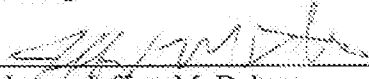
Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

Section 7. Entire Agreement. This Agreement, along with the Security Agreement, sets forth the entire understanding of the parties with respect to the Trademark Collateral, and supersedes both the 2007 Short Form Trademark Security Agreement and the 2008 Short Form Trademark Security Agreement with respect thereto. Except as expressly provided herein, the Security Agreement is not modified or otherwise affected hereby and remains in full force and effect.

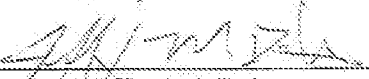
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SABRE HOLDINGS CORPORATION,
as Holdings

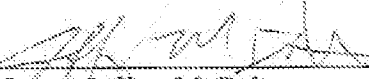
By: 
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

SABRE INC.,
as the Borrower,

By: 
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

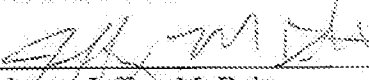
SABREMARK LIMITED PARTNERSHIP

By: SabreMark G.P., LLC
Its: General Partner

By: 
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

TRAVELCITY.COM LP

By: Travelocity.com LLC
Its: General Partner

By: 
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: Paul O'Leary
Name: Paul O'Leary
Title: Director

By: Evelyn Thierry
Name: Evelyn Thierry
Title: Director

**Schedule I to
Amended and Restated Trademark Security
Agreement (Short-Form)**

UNITED STATES Trademarks, Service Marks and Trademark Applications

MARK	SERIAL NO	REG NO	JURISDICTION	FILE DT	REG DT	OWNER
FE COMMUNICATOR	77,257,981		UNITED STATES	8/17/2007		Sabre Inc.
FE COMMUNICATOR	77/257,993		UNITED STATES	8/17/2007		Sabre Inc.
FE FUSION	77/257,916		UNITED STATES	8/17/2007		Sabre Inc.
FE FUSION	77/257,935		UNITED STATES	8/17/2007		Sabre Inc.
FLIGHT DIMENSIONS & Design	75/364,244	2,360,574	UNITED STATES	9/29/2007	6/20/2000	Sabre Inc.
FLIGHT DIRECT (Stylized)	75/349,351	2,364,929	UNITED STATES	8/29/1997	7/4/2000	Sabre Inc.
FLIGHT EXPLORER	76/208,693	2,594,101	UNITED STATES	2/12/2001	7/16/2002	Sabre Inc.
FLIGHT NAVIGATOR	77/709,826		UNITED STATES	4/8/2009		Travelocity.com LP
FLIGHT REPORT	75/349,395	2,358,079	UNITED STATES	8/29/1997	6/13/2000	Sabre Inc.
FLIGHT SNAPSHOT	76/208,695	2,762,326	UNITED STATES	2/12/2001	9/9/2003	Sabre Inc.
GET A HANDLE ON YOUR TRAVEL	77/717,668		UNITED STATES	4/20/2009		SabreMark Limited Partnership
REZTRACK	78/946,046	3,249,594	UNITED STATES	8/7/2006	6/5/2007	Sabre Inc.
TRIPCASE	77/717,679		UNITED STATES	4/20/2009		SabreMark Limited Partnership